

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement"), made this [] day of [], 200[], between Travel Holdings, Inc. and its subsidiaries, parents, and affiliates, 220 East Central Parkway, Suite 4010, Altamonte Springs, FL 32701, (collectively or individually "Travel Holdings, Inc."), and [] ("Client").
Travel Holdings, Inc. and Client are sometimes referred to in this Agreement collectively as the "Parties" and individually as "Party."

WHEREAS, the Parties have entered into or will enter into discussions with each other in connection with developing a business relationship and the possibility of engaging in business transaction(s); and the Parties wish to discuss, disclose, deliver, and exchange certain items and information that the Parties hereto consider highly confidential and proprietary, the confidential nature of which each Party desires to maintain.

NOW THEREFORE, the Parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. DEFINITIONS

1.1. "Confidential Information" shall mean information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which is and/or is designated as confidential, proprietary or some other similar designation and/or which should reasonably have been understood by Recipient to be confidential, proprietary, or similarly non-public information. Confidential information includes, but is not limited to, computer software programs, technology, hardware and software, demos, documents, ideas, components, parts, information, know-how, data, plans, designs, research development, and other materials related to business programs, products, applications, systems, components, technologies, software and hardware, and business topics that the parties hereto consider highly confidential and proprietary regardless of whether it is (1) written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, demos, ideas, components, parts, human or machine readable documents or (2) subject to patent, trademark, or copyright protection. Confidential Information shall also include all information related to the foregoing information provided by Disclosing Parties to Receiving Party prior to the signing of this agreement (hereinafter collectively the "Confidential Information.") Confidential Information shall constitute trade secrets of the Disclosing Parties.

Confidential Information shall not include any of the following: (a) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party; (b) such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Parties; or (c) such information that Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Parties.

1.2 Each Party, including such Party's officers, affiliates, directors, partners, owners, employees, agents, independent contractors, auditors, attorneys, and advisors, disclosing Confidential Information shall be hereinafter defined as the "Disclosing Party" and each Party, including such Party's officers, affiliates, directors, partners, owners, employees, agents, independent contractors, auditors, attorneys, and advisors, receiving Confidential Information shall be hereinafter defined as the "Receiving Party."

2. USE OF CONFIDENTIAL INFORMATION

The Receiving Party agrees to: (a) receive and maintain the Confidential Information in confidence; (b) examine the Confidential Information at its own expense; (c) not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Parties; (d) not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, entity, or corporation without the express written consent of Disclosing Parties; (e) limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Parties to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it; (f) not use or utilize the Confidential Information for the Receiving Party's benefit or the benefit of others without the express written consent of Disclosing Parties except in furtherance of the business relationship between the parties; (g) not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Parties; (h) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other party's Confidential Information; (i) utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like; (j) take all necessary measures to monitor and enforce the compliance with the terms of this Agreement by taking at least such steps to protect the Confidential Information as it takes to protect its own confidential and Confidential Information, including but not limited to, obtaining a written agreement of each person that has access to the Confidential Information to maintain the confidentiality of the Confidential Information.

3. RETURN OF CONFIDENTIAL INFORMATION/NO LICENSE

All information provided by the Disclosing Parties shall remain the property of the Disclosing Parties. Receiving Party agrees to return all Confidential Information to Disclosing Parties within 15 days of written demand by Disclosing Parties. When the Receiving Party has finished reviewing the information provided by the Disclosing Parties and has made a decision as to whether or not to work with the Disclosing Parties, Receiving Party shall return all information to the Disclosing Parties without retaining any copies. Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppels or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right. Title to all Confidential Information shall remain at all times the sole property of the Disclosing Parties.

4. NON-ASSIGNABLE/WARRANTIES

This agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Parties is received. If this Agreement is assigned or otherwise transferred upon consent of the Disclosing Parties, it shall be binding on all successors and assigns. This Agreement is a legal and valid obligation binding upon the parties and enforceable according to its terms. The execution, delivery, and performance of this Agreement does not conflict with any agreement, instrument, or understanding, oral or written, to which the Receiving Party is a party or by which it may be bound. All Confidential Information is provided "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED OR OTHERWISE, REGARDING IST ACCURACY, COMPLETENESS OR PERFORMANCE. Nothing herein shall obligate either Party to proceed with the transaction(s) between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

5. GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed by the laws of the State of Florida and the parties consent to exclusive jurisdiction and venue in the courts in, Florida, USA. The Receiving Party waives all defenses of lack of personal jurisdiction and forum non conveniens. This Agreement shall be construed without the aid of any canon, custom or rule of law requiring construction against the drafter. The Disclosing Parties shall have the right to seek and obtain equitable relief, including temporary injunctive relief, from any court of competent jurisdiction for any breach of this Agreement in addition to any and all remedies at law.

6. BINDING NATURE OF AGREEMENT/WAIVER

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No delay or omission by the Disclosing Parties in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver or any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the Disclosing Party.

7. PROVISIONS SEPARABLE

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed unenforceable, they shall be deemed modified to the extent necessary to make them enforceable.

8. ENTIRE AGREEMENT/TERM

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them. This Agreement and the obligations set forth herein shall survive and continue in full force and effect for two (2) years after disclosure with respect to non-technical Confidential Information and indefinitely with respect to technical Confidential Information. This Agreement shall be independent of, and this Agreement shall survive (unless otherwise expressly agreed), the execution of any further documents or agreements between the parties hereto, and this Agreement shall apply to all Confidential Information, whether disclosed before or after its execution.

IN WITNESS OF THEIR AGREEMENT, the parties have caused this Agreement to be effective the day and year first written above.

CLIENT

TRAVEL HOLDINGS INC.

By: _____

By: _____

Print Name

Print Name

Title:

Title:

Address:

Agency ID: