

NONDISCLOSURE AND CONFIDENTIAL AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into by and between **Carmel Taxi and Car Service Inc.** with its administrative office located at **102 Root Avenue, Carmel, NY 10512** ("Company") and _____, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

Receiving Party agrees that all information disclosed by the Company to Receiving party, including any such information disclosed prior to the date of this Agreement, and including without limitation information acquired by Receiving Party in writing, orally or by inspection of the Company's property, relating to (without limitation) the Company financials, customer list and records, passengers transactions including any disclosed information from such passenger while providing Company's Service, employee data, trade secrets, know-how, pricing techniques, business plans, business tactics, financial plans, services, investments, providers, procedures, marketing plans, computer programs, confidential information disclosed to the Company by third parties, and other data, whether oral, written, graphic, or electronic form shall be considered "Confidential Information". However, Confidential Information shall not include information which, as Receiving Party can prove in written evidence, (i) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of Receiving Party, (ii) is known by Receiving Party at the time of disclosure, or (iii) is lawfully obtained by Receiving Party without violation of a confidentiality obligation.

Receiving Party agrees (i) to use Confidential Information solely for the Purpose of conducting business procedures or transactions for the benefit of the Company; (ii) to use all possible means to maintain the Confidential Information in strict confidence, and at least those measures that it employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care, (iii) to immediately notify in writing to the Company in the event of any unauthorized use or disclosure of the Confidential Information.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Company. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Company, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Company, any Confidential Information. With respect to Confidential Information stored in electronic form, Receiving Party shall delete all such Confidential Information from its systems and shall confirm in a writing signed by an authorized representative of Receiving Party, that all Confidential Information has been deleted. Receiving Party shall return to Company any and all records, notes, and other written, printed, or tangible

materials in its possession pertaining to Confidential Information immediately if Company requests it in writing and upon termination.

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, which may be difficult to ascertain. Accordingly, Receiving Party agrees that the Company shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

Receiving Party's obligations hereunder shall survive termination or expiration of this agreement until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Receiving Party.

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, except that Confidential Information and the rights and obligations under this Agreement may not be assigned by Receiving Party without prior written consent of the Company. This document contains the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York excluding that body of law pertaining to conflict of law, and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Putnam County any disputes arising out of the subject matter.

UNDERSTOOD AND AGREED:

Receiving Party:

Signature

Date

Print Name and Title: _____

Company:

Signature

Date

Printed Name and Title: Ruth Ayala-Quezada, President