AGREEMENT OF NON-DISCLOSURE

THIS AGREEMENT is made this _____ day of _____, 20___, by and between _____ (hereinafter referred to as "Disclosing Party") and **CFO-WORKS, P.C. and DEBRA HENDRIX** (hereinafter referred to as "Receiving Party").

WHEREAS, Disclosing Party desires to share certain financial and business information in the spirit of trust and confidence for the mutual benefit of Disclosing Party and Receiving Party; and

WHEREAS, the parties desire to protect the confidentiality of the disclosed information, which the Disclosing Party shall provide to the Receiving Party; and

WHEREAS, the parties understand and agree that the disclosure of said disclosed information by the Receiving Party will cause irreparable harm to the Disclosing Party; and

NOW, THEREFORE, in consideration of the mutual benefits, obligations and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. This Agreement shall commence from the date hereinabove set forth and shall remain in full force and effect for a period of one (1) year, provided that any trade secrets contained in the material or information disclosed by Disclosing Party will be protected hereunder for such longer period as may be provided by law.

2. Applicability.

   a. Subject Matter. This Agreement shall apply to all information, presentation, transactions, agreements, contracts, oral or written, or other information concerning the Disclosing Party for its business presented to or discussed with the Receiving Party, including subsequent follow-ups, repetitions, extensions, renegotiations or renewals, regardless if signed or unsigned, accepted or not accepted, successful or not successful. The said subject matter includes, but is not limited to: names and addresses of customers, financial information, proprietary technology, and intellectual property, lenders, trusts, individuals, businesses, companies, corporations, partnerships, sources of funds, banks, brokers, buyers, sellers, telephone and telex numbers, and addresses. All information disclosed hereunder to the Receiving Party, which includes, but is not limited to, all past, present and

future information disclosed by the Disclosing Party, shall be deemed confidential and covered by this Agreement. The content and substance of any discussions between the parties and the fact that discussions are taking place shall also be deemed confidential information and covered hereby.

b. Parties. This Agreement applies to and includes the parties herein set forth, individually, or as a partner, agent, employee, officer, director or stockholder of any firm, association, business, organization, company or corporation.

c. Independence of Parties. This Agreement does not create a partnership, joint venture, agency or any other relationship authorizing the Receiving Party to act in the name of the Disclosing Party; right or obligation, liability, assets, interest or property of the Disclosing Party. The parties set forth herein are and will remain independent and individual from each other. The disclosure of confidential information hereunder shall not result in any right or license under any patent, or know how being granted to the Receiving Party.

3. Acts Beyond Control of Parties. The Receiving Party is not in violation of this Agreement for situations beyond its control, such as acts of God, civil disturbance, theft; or in another connection having prior knowledge or possession of the disclosed information without the intervention or assistance of the Disclosing Party. The spirit and intent of this Agreement is one of trust, confidence and reliance upon fair and equitable treatment to the Disclosing Party. Receiving Party shall be responsible for the disclosure or use of any information of the Disclosing Party by a person or entity to whom the Receiving Party disclosed such information.

4. Property of Disclosing Party. It is understood that the disclosed information and all information derived therefrom are the property of the Disclosing Party and all such documents and materials, together with any copies or extras thereof, shall be promptly returned by the Receiving Party to the Disclosing Party upon request.

5. Non-Disclosure. All disclosed information by the Disclosing Party is confidential, and the Receiving Party will not divulge or disclose any such information unless and until the parties agree in writing what shall be disclosed to third parties and the procedure to be used. Inadvertent disclosure is a violation of this Agreement. The

Receiving Party agrees not to use such disclosed information for any purpose other than as set forth herein without the prior consent of the Disclosing Party. The Receiving Party shall use the same standard of care to protect the confidentiality of the information received under this Agreement as is used to protect its own confidential information and only employees of Receiving Party with a need to know shall be permitted to see any disclosed information.

6. Liability. The Receiving Party agrees to be liable to the Disclosing Party for any lost benefit in the event of any disclosure that results from a violation of this Non-Disclosure Agreement.

7. Non-Exclusivity. The rights of the Disclosing Party under this Agreement shall be in addition to any other rights the Disclosing Party may have under the laws of the State of Georgia or otherwise.

8. Severability. Each of the provisions of this Agreement is a separate and distinct agreement made independent of the others so that if any provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not effect the validity or enforceability of the other provisions hereof.

9. Miscellaneous.

a. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Georgia.

b. This Agreement shall be binding upon the Disclosing Party and Receiving Party, their heirs, personal representatives, administrators, successors, assigns, officers, directors and shareholders and shall inure to the benefit of the Disclosing Party and Receiving Party, their successors, assigns, heirs, personal representatives, officers, directors and shareholders.

10. Amendment and Modification. This Agreement may be amended or modified only by written agreement between the parties signed and witnessed on the date hereafter set forth.

11. Notice. Any notice to be given pursuant to the terms of this Agreement shall be in writing, addressed as follows:

Disclosing Party: _____

Address: _____
_____

Receiving Party: **CFO-WORKS, P.C. & DEBRA HENDRIX**
Address: P. O. Box 907630
Gainesville, GA 30501

12. Dispute Resolution. Receiving Party irrevocably consents to submit to the jurisdiction of the courts of the State of Georgia, and the courts of the United States located in the State of Georgia, in addition to any other appropriate jurisdiction. Any controversy, dispute, conflict or claim arising out of or relating to this Agreement not settled between the parties, and waives any objection to the laying of venue in any such actions in the courts of the State of Georgia or the United States of America located in the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth above.

DISCLOSING PARTY:

_____

RECEIVING PARTY:
CFO-WORKS, P.C.

BY:_____
DEBRA HENDRIX