CONFIDENTIAL NONDISCLOSURE AGREEMENT

This is an agreement between Transcending Adolescence ("TA"), and [•] ("RECIPIENT"). In consideration of the mutual benefits provided by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:.

- 1. All information disclosed by TA to RECIPIENT or which RECIPIENT may learn or become aware of from discussions or dealings with TA, and any information, documents or material which is derived from or which incorporates this information, whether owned by TA or provided to TA by a third party under license or otherwise (even if RECIPIENT prepares it) is collectively referred to below as "TA's Information." Without limiting the generality of the preceding, RECIPIENT acknowledges and agrees that the geographic or physical location of TA and any of its operations and facilities is strictly confidential and considered TA Information.
- 2. RECIPIENT agrees not to use or assist anyone else to use any portion or aspect of TA's Information for any other purpose without TA's prior written consent.
- 3. RECIPIENT will carefully safeguard the confidentiality of TA's Information. As part of this obligation, RECIPIENT will not disclose any aspect or portion of TA's Information to anyone else without TA's prior written consent. RECIPIENT will permit its employees to have access to TA's Information only on a need-to-know basis, and only if they agree to observe the non-disclosure and non-use obligations embodied in this agreement.
- 4. The obligations of confidentiality and non-use in this Agreement shall not apply to the following types of information:
 - (a) Any information that RECIPIENT can prove by documentary evidence is generally available to the applicable trade through no act or omission of RECIPIENT or its agents;
 - (b) Any information that RECIPIENT can prove by documentary evidence was already in its possession prior to the disclosure of TA's Information; and
 - (c) Any information that RECIPIENT obtains lawfully from any third party who did not obtain that information directly or indirectly from TA.
- 5. This Agreement does not convey any license or other rights to any aspect of TA's Information, or under any patent or other intellectual property right relating to TA's Information. TA has no implied obligation to grant any such rights to RECIPIENT. RECIPIENT shall not claim ownership of any portion of TA's Information or any intellectual property rights in it.
- 6. RECIPIENT agrees to inform TA promptly if RECIPIENT discovers that someone else is making or threatening to make unauthorized use of TA's Information.
- 7. RECIPIENT acknowledges that TA may be irreparably injured if RECIPIENT violates the nondisclosure or nonuse obligations of this Agreement, and that TA would be entitled to seek a court order enjoining any such violation.
- 8. TA may request RECIPIENT to return all of TA's Information at any time. In that event, RECIPIENT shall immediately cease all use of TA's Information and return to TA all documents containing or incorporating any TA's Information within five (5) days.
- 9. This Agreement shall be interpreted according to the laws of the State of Florida. RECIPIENT submits to the personal jurisdiction of the state and federal courts of Florida for any action involving this Agreement.

Transcending Adolescence, Inc.	[●] RECIPIENT	
Signed:	Signed:	
Authorized Signature	Authorized Signature	
By:	By:	
Its:	Its:	
Date:	Date:	