



## NON-DISCLOSURE AGREEMENT

### Recitals

This Agreement is made on \_\_\_\_\_, 2006, by and between QUIT DOC, LLC., whose address is 1537 State Street, Sarasota, Florida 34236, ("Company") and \_\_\_\_\_, ("Potential Vendor"). WHEREAS, the Company wishes to allow the Potential Vendors to review certain Company confidential information, to wit, information regarding Smoking Cessation Franchise, methods, patient counseling and support, billings, advertising, marketing and promotional strategies, all aspects of the SMART Shot <sup>TM</sup>, compounding, dosage and methods of administration of anticholinergic medications, and side effect profile, for the purposes of possibly becoming involved in a business relationship with the Company; and WHEREAS, the Company wishes to assure itself that the Potential Vendor will not disclose any of the proprietary confidential information, and will not open any competing business utilizing anticholinergic medications in smoking cessation;

### Agreement

NOW THEREFORE, in consideration of the promises set forth herein and intending to be legally bound, the Potential Vendor agrees as follows:

1. The Potential Vendor agrees not to disclose any of the confidential information to anyone. Furthermore, the Potential Vendor agrees not to use this information for individual or commercial purposes, unless given written permission by the Company.
2. Potential Vendor shall not, either directly or indirectly, carry on or engage in as an owner, manager, operator, employee, agent, consultant, or other participant, any similar business utilizing anticholinergic medications for the purpose of smoking cessation, for as long as Company, or any person or entity deriving title to the goodwill of the business from Company, carries on a like business as described above.
3. The Potential Vendor acknowledges and agrees that compliance with this agreement is necessary to protect the Company and that a breach of this agreement will result in considerable damage to the Company. If any dispute arises between the parties concerning any issue of this Agreement, or any breach thereof, each party agrees that proper venue for all litigation shall lie exclusively in Sarasota County, Florida, with the losing party in any litigation incurring all legal costs of both parties.
4. All notices, consents and other instruments hereunder shall be in writing and delivered or mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the Company at the above address.
5. This agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Florida.



6. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

**Execution**

In witness whereof, the parties have executed this Agreement at Sarasota, Florida, on the date stated above.

Date: \_\_\_\_\_

\_\_\_\_\_

QUIT DOC, LTD.,  
("Company")

By: Victor Andres Sasson, M.D.

Date: \_\_\_\_\_

\_\_\_\_\_

("Potential Vendor")

\_\_\_\_\_  
Printed Name