

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (hereinafter, this "Agreement") is entered into as of the 22 day of May, 2008 (the "Effective Date") by and between Bankers Warranty Group, Inc. ("BWG"), a Florida corporation, located at 334 County Route 49, P.O. Box 730, Middletown, New York 10940-0730, ("Company"), and TMI Solutions A Washington corporation, (Dealer) located at P.O. Box 1168, Ridgefield, WA 98642.

WHEREAS, in the course of doing business together, whether pursuant to another written agreement or otherwise, the parties may from time to time require access to, and disclose to the other, certain Confidential Information, as defined below; and

WHEREAS, each party will grant such access only if the other party agrees to protect and maintain Confidential Information in accordance with the terms of this Agreement.

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

1. Definitions .

a. "Information," whether capitalized or not, means any information of any nature in any form, including, without limitation, all written and printed material, software, computer tapes and video tapes.

b. "Confidential Information" means all confidential and proprietary information furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted or with a similar designation, including any information which can be obtained by examination, testing or analysis of any of the foregoing. Confidential Information shall also include, whether or not designated as "Confidential Information," (i) specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either party; and (ii) all information concerning the operations, affairs and business of either party, the financial affairs of either party, and the relations of either party with its customers, employees and service providers (including business plans, customer lists, customer information, account information and consumer markets.)

2. Confidentiality Obligations .

a. For a period of five (5) years from the date of disclosure, the receiving party shall maintain all Confidential Information of the disclosing party in strict confidence. Except as provided in this Agreement, the receiving party shall not use, or disclose in any manner to any third party, Confidential Information of the other party without the prior express written consent of the disclosing party.

b. Access to and use of the disclosing party's Confidential Information shall be restricted to those employees and persons within the receiving party's organization with a need to use the information to fulfill the purpose of this Agreement or the agreement, if any, in connection with which the parties have entered into this Agreement. The receiving party's consultants and attorneys may be included within the "persons within the receiving party's organization," provided that such consultants have executed a non-disclosure or confidentiality agreement substantially similar to this Agreement.

c. The receiving party shall (i) inform such employees or persons of the confidential nature of the information, and (ii) use the same degree of care in handling and safeguarding Confidential Information that it uses in handling and safeguarding its own Confidential Information, but in no event less than a reasonable degree of care.

d. Notwithstanding anything herein to the contrary, neither receiving party nor any other party shall reverse engineer, disassemble or decompile any equipment provided hereunder. The receiving party acknowledges that all Confidential Information is provided by the disclosing party "AS IS" without any warranty, whether express or implied, as to its accuracy, completeness or use for a particular purpose unless otherwise specifically set forth in writing by the disclosing party.

3. Exceptions. The obligations set forth in Section 2 of this Agreement shall not apply to Confidential Information that is:

a. Already known to or otherwise in the possession of the receiving party at the time of receipt from the disclosing party and that was not so known or received in violation of any confidentiality obligation; or

b. Publicly available or otherwise in the public domain prior to disclosure by the receiving party; or

c. Rightfully obtained by the receiving party from any third party without restriction and without breach of any confidentiality obligation by such third party; or

d. Developed by the receiving party independent of any disclosure hereunder, as evidenced by written records; or

e. Disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a governmental agency, provided that the receiving party shall notify the disclosing party prior to such disclosure and shall cooperate with the disclosing party in the event the disclosing party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

The parties further agree that information covered hereunder that is independently developed by a party without the use of any Confidential Information of the other

party shall not be considered Confidential Information for purposes of this Agreement.

4. No License. Nothing in this Agreement shall be construed as granting either party, whether expressly, by implication, estoppel, or otherwise, any license or right to use any Confidential Information received from the other party, or use any patent, trademark, or copyright now or hereafter owned or controlled by the other party.

5. No Further Obligation. Nothing herein shall obligate either party to purchase any services or products of any kind from the other party or any of its affiliates, or to enter into any future agreements or business arrangements or any kind with the other party or any of its affiliates.

6. Return of Confidential Information. Upon the request of the party having proprietary rights to Confidential Information, the other party in possession of such Confidential Information shall promptly return such Confidential Information (and any copies, extracts and summaries thereof) to the requesting party, or, with the requesting party's written consent, shall promptly destroy such materials (and any copies, extracts and summaries thereof) and shall further provide the requesting party with written confirmation of same.

7. Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof.

8. Equitable Relief. Each party understands and agrees that Confidential Information will be disclosed in reliance upon the agreements made herein. Any breach of any provision hereof by the receiving party, its employees, or consultants will cause irreparable harm and damage to the disclosing party. The receiving party hereby expressly agrees that the disclosing party shall be entitled to the remedies of injunction, specific performance and other equitable relief to prevent a breach of any provision of this Agreement. This provision shall not be construed, however, as a waiver of any other rights that the disclosing party may have for damages or other relief.

9. Publicity. Neither party shall use, in connection with this Agreement or any transaction contemplated by this Agreement, the name of the other or its parent company or any subsidiary or affiliated company in any publicity release, advertising, or other publicly distributed or posted materials (including, without limitation, customer lists), without securing the prior written consent of the party whose name is to be used.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties for the transfer of the Confidential Information referenced herein for the purpose described herein and supersedes all previous agreements, promises,

proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting said Confidential Information.


11. Amendments: No Waiver. No modification, amendment, supplement to, or waiver of this Agreement of any of its provisions shall be binding upon the parties unless made in writing and duly signed by the party against whom enforcement thereof is sought. A failure or delay of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

12. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal and unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision(s).

13. Termination. This Agreement may be terminated by either party upon written notice to the other party. Upon termination of this Agreement by either party, the confidentiality obligations of this Agreement shall remain in effect with respect to all Confidential Information disclosed or received prior to the effective date of termination.

14. Assignment. This Agreement may not be assigned by either party without the advance written consent of the other party. This Agreement shall be binding upon the parties and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement, effective as of the date set forth above.

BANKERS WARRANTY GROUP
By: 
Kevin F. Rupkey,
President and Chief Executive Officer

TMI SOLUTIONS
By: 
Mike Sellers, Director