

Confidentiality Agreement

_____, (herein "Employee"), in consideration for Employee's employment with Hunter's Nightclubs (the "Company"), agrees as follows:

1. Employee acknowledges that as a result of his/her employment with the Company, he will be in possession of confidential information relating to the business practices of the Company. The term "confidential information" shall mean any and all information (verbal and written) relating to the Company or any of its subsidiaries or affiliates, or any of their respective activities, other than such information which can be shown by Employee to be in the public domain (such information not being deemed to be in the public domain merely because it is embraced by more general information which is in the public domain) including, but not limited to, information relating to: trade secrets, use or contents of employee agreements, operations policies and procedures, employment policies, computer processes, research and development strategies, personnel lists, financial information, research projects, services used, pricing, customers, customer lists and prospects, product sourcing, marketing and selling, and servicing. Employee agrees that while he is employed by the Company, and for a period of two (2) years commencing on the date of termination of Employee's employment for any reason (the "Restricted Period"), Employee will not, directly or indirectly, use, communicate, disclose or disseminate to any person, firm or corporation any confidential information regarding the Company or its suppliers, customers or business practices, without the prior written consent of the Company; provided, however, that Employee understands that he will be prohibited from misappropriating any trade secret (as defined for purposes of the laws of the State of Florida) at any time during or after the termination of his/her employment.

2. Employee acknowledges and agrees that the covenants contained herein are essential elements of this Agreement and that but for these covenants, the Company would not have agreed to hire him/her or continue to employ him/her.

3. Employee recognizes the importance of the covenants contained herein and acknowledges that, the restrictions imposed herein are necessary for the protection of the Company's legitimate business interests, including without limitation, the Company's trade secrets, goodwill, and its relationship with customers and suppliers. Such covenants shall be construed as agreements independent of any other provision of this Agreement. The existence of any claim or cause of action against the Company by Employee, whether predicated on the breach of this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants contained herein.

4. If Employee commits a breach or threatens to commit a breach of any of the provisions of this Agreement, the Company shall have the right and remedy, in addition to any others that may be available, at law or in equity, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, through injunctive or other relief (without any bond or security being required to be posted), it being acknowledged that any such breach or threatened breach will cause irreparable injury to the Company, the amount of which will be difficult to determine, and that money damages will not provide an adequate remedy to the Company.

5. If any covenant contained herein, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenants, which shall be given full effect, without regard to the invalid portions, and any court having jurisdiction shall have the power to reduce the duration, scope and/or area of such covenant and, in its reduced form, said covenant shall then be enforceable. If Employee breaches the covenants set forth herein, the running of the Restricted Period described herein (but not his/her obligation) shall be tolled for so long as such breach continues. The provisions of this Agreement shall survive the expiration and termination of this Agreement, and the termination of Employee's employment hereunder (for any reason), and shall inure to the benefit of the Company and its successors and assigns.

6. In addition to, but not in place of, the provisions above, should Employee breach any part of this Agreement, he agrees to pay the sum of Ten Thousand Dollars and NO/100 Cents (\$10,000.00) as liquidated damages to the Company. Employee agrees that liquidated damages are appropriate for any such breach inasmuch as actual damages cannot be readily calculated, and the amount of the liquidated damages is fair and reasonable under the circumstances herein and irreparable harm to the Company would occur if this Agreement were breached in whole or in part.

7. If Employee remains employed by the Company in any other capacity or on a consulting basis, then notwithstanding anything to the contrary set forth herein, the Restricted Period shall not commence to run until the last day that Employee provides services to the Company.

Employee acknowledges acceptance of this Agreement by his/her signature below:

By: _____
Employee's Signature

Employee's Printed Name

Date: _____