

EXHIBIT B

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made by and between Creative Insurance Managers, Inc. ("Agent") and Sub-Contracting Concepts, Inc. ("Customer") and shall remain in force for the Term of this Agreement.

1. In connection with the consideration of a possible engagement between the Customer and Agent, the Customer or its Representatives (as such term is defined herein) and Agent will furnish to each other, Confidential Information (as such term is defined herein) related to the business and operations of the Customer and Agent, respectively. As used herein, the term "Representatives" shall mean, the Customer's directors, officers, employees, agents, consultants, advisors, or other representatives including legal counsel, accountants and financial advisors.
2. The Customer and Agent acknowledge the confidential and proprietary nature of the Confidential Information, agree to hold and keep the same as provided in this Agreement, and otherwise agree to each and every restriction and obligation in this Agreement.
3. As used in this Agreement, the term "Confidential Information" means and includes any and all:
  - a. Trade secrets concerning the business and affairs of either party, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past current, and planned research and development, current and planned manufacturing or distribution methods and processes, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of Georgia law;
  - b. non-public personal information concerning the Customer's or Agent's customers, which information shall include, without limitation, non-public personal financial information and non-public health information concerning such Customer customers; and
  - c. information concerning the business and affairs of each party (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training techniques and materials, however documented, that has been or may hereafter be provided or shown to the receiving party or its Representatives or is otherwise obtained from review of documents or property or discussion with the disclosing party or its Representatives by the receiving party or its Representatives (including current or prospective financing sources) irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the receiving party or its Representatives containing or based, in whole or in part, on any information included in the foregoing. In the case of trade secrets, both parties hereby waive any requirement that the party disclosing the trade secret submit proof of the economic value of any trade secret or post a bond or other security
4. The Confidential Information is being furnished without liability on the part of either party or any of their respective Representatives. This Agreement creates no obligation on the part of either party to furnish any information to the other party. However, the actual dissemination of Confidential Information pursuant to the terms of this Agreement shall serve as consideration for the covenants made hereunder.

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5. Each party agrees on its own behalf, and agrees to cause its Representatives:
- a. to maintain the confidentiality of the Confidential Information;
  - b. not to use or allow the use of any portion of such Confidential Information for any purpose (other than evaluating a possible engagement between the parties, brokering the procurement of any Product for the Customer or the customer's client or performing any of the Services provided for by the Schedule(s)).
  - c. not to disclose or allow disclosure to others of any portion of the Confidential Information provided to it, except to those of its Representatives who need to know such Confidential Information for the purpose of evaluating a possible engagement between the parties and who are made aware of, and who agree to be bound by, the terms of this Agreement (collectively, the "Permitted Representatives") and then only for the purpose described in clause (b) above;
  - d. not to disclose or allow disclosure to persons other than the Permitted Representatives that Confidential Information (the term "person" to be broadly interpreted to include, without limitation, any individual, corporation, estate, group, limited liability company, partnership, trust or other entity);
  - e. not to make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it, except as reasonably required in connection with evaluating a possible engagement between the parties, brokering the procurement of any Product, or performing any of the Services provided for by the Schedule(s) or as permitted with the specific prior written consent of the disclosing party; and
  - f. within ten (10) business days of a request by the disclosing party, to destroy all of the Confidential Information provided to the receiving party in written form, including all copies thereof and any works derived there from or containing Confidential Information and to certify to such destruction, such certification, at the request of the disclosing party, specifically listing all such Confidential Information destroyed.
6. All of the foregoing obligations and restrictions do not apply to that part of the Confidential Information that the receiving party demonstrates (a) was or becomes generally available to the public other than as a result of a disclosure by the receiving party or the receiving party's Representatives or (b) was available, or becomes available, to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party or a disclosing party Representative, but only if (i) the source of such information is not bound by the Confidentiality Agreement with disclosing party or is not otherwise prohibited from transmitting the information to the receiving party or the receiving party's Representatives by a contractual, legal, fiduciary, or other obligation and (ii) the receiving party provides disclosing party with written notice of such prior possession either (A) prior to the execution and delivery of this Agreement or (B) if the receiving party later becomes aware of (through disclosure to the receiving party or otherwise through the receiving party's work on the engagement) any aspect of the Confidential Information of which the receiving party had prior possession, promptly upon the receiving party becoming aware of such aspect.

7. In the event that the parties or their respective Representatives, is, in the opinion of legal counsel, required by legal process, law or regulation to disclose any portion of the Confidential Information provided to it, such party shall provide the other party with prompt written notice of such requirement as far in advance of the proposed disclosure as possible so that the other party (at its expense) may either seek a protective order or other appropriate remedy which is necessary to protect its interests or waive compliance with the non-disclosure provisions of this Agreement to the extent necessary (provided that one or the other be done). Each of the parties and their respective Representatives shall cooperate in all reasonable respects with each other in seeking to prevent or limit disclosure and, in the event a protective order or other remedy is not obtained, the party being required to make disclosures will limit the disclosure to the information actually required to be disclosed, provided that such party shall not be required to incur any out-of-pocket costs in complying with this paragraph.
8. Each of the parties shall indemnify and hold the other party and its Representatives harmless from any damages, loss, cost, or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the receiving party or its Representatives of the Confidential Information or other violation of this Agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Agreement by the receiving party or its Representatives and any such breach would cause the disclosing party irreparable harm, the receiving party also agrees that, in the event of any breach or threatened breach of this Agreement, the disclosing party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or in equity to the disclosing party.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. If any of the covenants or provision of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.
10. This Confidentiality Letter Agreement shall be governed by the laws of the State of Georgia without regard to conflicts of laws or principles.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**AGENT:**

CREATIVE INSURANCE MANAGERS, INC.

/s/ Phillip A. Williams

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Phillip A. Williams, President

**CUSTOMER:**

SUB-CONTRACTING CONCEPTS, INC.

/s/ Steven Rothman

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Steven Rothman, CEO, Coach Industries Group, Inc.