



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned for and on behalf of itself, its affiliates, subsidiaries and agents, including without limitation, LA ROSA REALTY, LLC (the "BROKER") has developed certain confidential and proprietary information in both written form and oral form ("Confidential Information"), which has been and is being disclosed to the undersigned for the sole purpose of entering into discussions regarding possible future business and professional relationships.

In consideration of the BROKER's disclosure of the Confidential Information to the undersigned, its officers and directors and all affiliates (hereinafter "AGENT") the undersigned agrees as follows:

1. DISCLOSURE OF CONFIDENTIAL INFORMATION.

- a. The AGENT hereby acknowledges that all documents and information owned or developed by the BROKER or pertaining to the BROKER which has or will come into AGENT's possession or knowledge, unless AGENT provides the BROKER with independent verification to the contrary within fifteen (15) days of the original receipt of such information, is Confidential Information and therefore:
 - i. is proprietary to the BROKER having been designed, developed and accumulated at great expense over lengthy periods of time; and
 - ii. is secret, confidential and unique, and constitutes the exclusive property of the BROKER.
- b. Excluded from the Confidential Information is any submission or disclosure:
 - i. that can be demonstrated by documentation to have been public information or generally available to the public prior to AGENT's receipt of such Confidential Information from the BROKER;
 - ii. that can be demonstrated by documentation to have been in AGENT's possession prior to receipt thereof from the BROKER; and
 - iii. That becomes part of the public information or generally available to the public such as by publication or otherwise, other than as a result of a disclosure by AGENT in breach of this Agreement.
- c. For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, any information that AGENT receives through its association and interaction with BROKER, whether developed by BROKER or others, that is used in BROKER's business and that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. It may include, but is not limited to, a method or procedure; marketing strategies; a list of residents or potential residents; all other intellectual property owned by BROKER and

compilations of information, including without implied limitation, price, cost, resident, and marketing information. AGENT shall presume that all information it receives through its association and interaction with BROKER is a trade secret belonging to BROKER that AGENT must keep confidential unless it has specific written information from BROKER to the contrary.

2. USE OF CONFIDENTIAL INFORMATION.

- a. AGENT shall not use any of the Confidential Information for any purpose other than for the exclusive purpose set forth above. AGENT agrees that the Confidential Information will not be used in any way detrimental to the BROKER and that such information will be kept confidential by AGENT and its agents; provided, however, that (i) any of such information may be disclosed to such representatives of AGENT who need to know such information for the specific purposes set forth above (it being understood that AGENT's directors, officers, employees, affiliated entities, accountants, legal counsel and representatives shall be informed by AGENT of the confidential nature of such information and shall agree to treat such information confidentially in accordance with the terms set forth herein) and (ii) Except as otherwise provided in this Agreement (including Paragraph "3" below), no disclosure of such information may be made by AGENT or its representatives to any other person or entity without the prior written consent of the BROKER.
- b. Any of AGENT's employees, officers, directors, agents and/or representatives granted access to any Confidential Information provided by the BROKER will each be required to agree to the provisions of, and shall sign a copy of, this Agreement.
- c. AGENT AGREES AGENT WILL NOT DIRECTLY OR INDIRECTLY USE ANY OF BROKER'S CONFIDENTIAL INFORMATION IN ANY OTHER BUSINESS OR ENTERPRISE, NOR WILL AGENT ALLOW, AID, ABET, OR ASSIST ANY OTHER PERSON OR ENTITY IN USING ANY OF THE CONFIDENTIAL INFORMATION IN ANY OTHER TRADE OR BUSINESS.

3. REQUIRED DISCLOSURE. In the event AGENT should be requested or required (by oral questions, interrogations, requests for information or documents, subpoena, civil investigative demand or similar process or as otherwise required by law ("demands")) to disclose Confidential Information supplied to it in the course of AGENT's dealing with the BROKER, the AGENT will provide the BROKER with prompt notice of such requests so that the BROKER may, at its own cost and expense, seek an appropriate protective order; in the event no such protective order is timely obtained, AGENT is permitted to comply with such demands.

4. PROTECTION OF CUSTOMER INFORMATION. Non-public Personal Information (NPI) is any data or information considered to be personal in nature and not subject to public availability as defined by the Gramm-Leach-Bliley Act ("GLB Act") of 1999. Unless otherwise identified by BROKER, the AGENT shall consider all information pertaining to a customer or potential customer to be NPI which should be protected from disclosure or from otherwise being released or disseminated to unauthorized people without the express written consent of the customer.

5. INDEMNIFICATION AND INJUNCTIVE RELIEF. AGENT agrees to indemnify the BROKER against all losses, damages, claims or expenses incurred or suffered by the BROKER as a result of AGENT's breach of this Agreement. AGENT acknowledges that the Confidential Information it will obtain is unique and of a confidential and proprietary nature and that a breach of the terms of this Agreement will be wrongful and may cause irreparable injury to

the BROKER. Therefore, in addition to all remedies of law or equity, the BROKER shall be entitled, as a matter of right, to injunctive relief enjoining and restraining AGENT and each and every other person or entity concerned thereby from continuing to act (or failing to act) in violation of the terms hereof. AGENT shall be liable for any and all damages (whether direct, indirect, consequential or otherwise) resulting from any breach of this Agreement.

6. **RETURN OF INFORMATION.** Immediately upon the request of the BROKER, all documentation and records of any nature and kind delivered to AGENT, its directors, officers, employees, accountants, legal counsel, representatives and affiliates shall be promptly returned and all copies of all such documentation, records, etc., made by any person or entity shall be promptly destroyed.
7. **PUBLICITY.** Without the prior written consent of the BROKER, the AGENT will not disclose to any person (a) that the AGENT has entered into discussions regarding possible future business and professional relationships with the BROKER, (b) that the AGENT has received Confidential Information from the BROKER, or (c) any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
8. **ACKNOWLEDGMENTS OF AGENT.** AGENT acknowledges that the BROKER is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or any other information concerning the BROKER provided or prepared by or for the BROKER and neither the BROKER nor any of its officers, directors, employees, stockholders, owners, affiliates or agents, will have any liability to the AGENT resulting from the AGENT's use of the Confidential Information.
9. **WAIVER.** It is further understood and agreed that no failure or delay by the BROKER in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
10. **GOVERNING LAW; JURISDICTION.** This Agreement shall be interpreted and governed under the laws of the State of Florida and each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the State of Florida for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby.
11. **NOTICES.** All notices or documents required pursuant to this Agreement shall be effective if forwarded by certified or registered mail, return receipt requested addressed to the principal office of the party to such parties last known mailing address.
12. **APPLICABILITY.** AGENT's obligations under this Agreement shall inure to the benefit of BROKER and BROKER's affiliated companies, and their respective successors and assigns, and shall be binding upon AGENT's heirs, assigns, executors, administrators, and other legal representatives.
13. **TERMINATION.** This Agreement shall remain in effect for a period of two (2) years from the Effective Date and shall automatically renew for one (1) year periods unless and until otherwise terminated by either party giving notice to the other of its desire to terminate this Agreement. THE REQUIREMENT TO PROTECT CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
14. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement represents the entire agreement between the parties hereto with respect to its subject matter and specifically supersedes any oral or written agreements heretofore entered into by the parties respecting the same.

This Agreement may not be altered or modified without the express written consent of the parties.

15. **WAIVER OF JURY TRIAL.** THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL IN EACH AND EVERY JURISDICTION AND ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY THE UNDERSIGNED OR THE SELLER AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
16. **ATTORNEY'S FEES AND COSTS.** If either party initiates or is made a party to legal or other dispute resolution proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement, then the non-prevailing party in those proceedings will pay the costs and attorney fees, including the costs and attorney fees of appellate proceedings incurred by the prevailing party. This obligation to pay attorney fees and costs will apply also to settlements of disputes and to collection efforts.

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality and Non-Disclosure Agreement the _____ day of _____, 20____ ("Effective Date").

Agent Signature

Agent Printed Name

Broker Signature

La Rosa Realty, LLC
A Florida limited liability company