

# NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

1. THIS AGREEMENT is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2005 between \_\_\_\_\_ and Eimers Group LLC, a Florida Real Estate Broker and \_\_\_\_\_ ( “ \_\_\_\_\_ ” ), a \_\_\_\_\_ or corporation with offices located at: \_\_\_\_\_ (severally and collectively the “Party” and/or “Parties”). \_\_\_\_\_

\_\_\_\_\_ intend to disclose information which may include confidential information relating to the evaluation of a potential relationship (“Potential Relationship”). The term “Confidential Information” shall mean any information or data which is disclosed by one party to the other party under or in contemplation of this Agreement and which if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential, or private when disclosed; or if oral, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within thirty (30) days following such disclosure. Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a corporate affiliate of the disclosing Party or by a third party.

2. This Agreement is intended to encompass the corporate affiliates and subsidiaries of both Parties hereto. Consequently, affiliates and subsidiaries of either Party may disclose Confidential Information to the other Party or its affiliates and subsidiaries and affiliates and subsidiaries of either Party may receive Confidential Information from the other Party or its affiliates and subsidiaries. The terms “disclosing Party” and “receiving Party” shall include affiliates and subsidiaries of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates and subsidiaries, The rights and obligations of the Parties hereto shall inure to the benefit of their respective corporate affiliates and subsidiaries and may be directly enforced by them.

3. The receiving Party acknowledges the economic value to the disclosing Party of all Confidential information. With respect to Confidential information, the recipient Shall (a) use the Confidential information only for the purpose of evaluating the Potential Relationship; (b) restrict disclosure of the Confidential Information solely to those employees or authorized representatives of such Party and its affiliates with a need to know “and not disclose it to any other person or entity without the prior written of the disclosing party.

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**(c) advise those personnel who gain access to Confidential Information of their obligations with respect to the Confidential Information; (d) make only the number of copies of the Confidential Information necessary to disseminate the information to those personnel who are entitled to have access to it, and ensure that all confidential notices set forth on the Confidential Information are reproduced in full on such copies; (e) safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as recipient uses to protect its own confidential and private information.**

**For the purpose of this Agreement only, “employees” includes third parties retained for temporary administrative, clerical, or programming support.**

**A “need to know” means that the person requires the Confidential potential relationship.**

**The obligations of paragraph 3 shall not apply to any Confidential Information Which the recipient can demonstrate: (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the recipient without any obligation to hold it in confidence; (c) is received from a third party not known to recipient to be prohibited from disclosing such information; (d) is independently developed by the recipient without the use of Confidential Information of the disclosing Party; (e) is approved for release by written authorization of the disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (f) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure; (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but to the extent of and for the purpose of such order; provided, however, that the recipient shall first notify the disclosing party of the order and permit the disclosing party to seek an appropriate protective order.**

**4. When requested by the recipient, the disclosing Party will provide a non- confidential summary prior to disclosure of the actual Confidential Information to enable the recipient to determine whether it can accept the Confidential Information.**

**Each Party has the right to refuse to accept any information under this Agreement and nothing obligates either Party to disclose to the other Party any particular**

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**5. Confidential Information, including permitted copies, shall be the property of the disclosing Party. This recipient shall, within twenty (20) days of a written request by the disclosing Party and/or sixty (60) days after termination of this Agreement, return all Confidential Information, including all copies thereof, to the disclosing Party or destroy all such information.**

**6. Both parties agree that an impending or existing violation of any provision of the Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party Shall be entitled to seek immediate injunctive relief prohibiting such violation In addition to any other rights and remedies available to it.**

**7. Nothing contained in this Agreement or in any discussion undertaken or Disclosure made pursuant hereto shall be deemed a commitment to engage In any business relationship, contract, or future dealing with other Party, Or limit either Party's right to conduct similar discussion or perform similar work to that undertaken pursuant hereto, so long as said discussions or work Do not violate this Agreement.**

**8. No patent, copyright, trademark, or other proprietary right or license is granted By this Agreement or any disclosure hereunder, except for the right to use such Information in accordance with this Agreement. No warranties of any kind are Given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.**

**9. This Agreement may not be assigned by either Party without the prior written Consent of the other which consent may not be unreasonably withheld. No Permitted assignment shall relieve a Party of its obligations hereunder with Respect to Confidential Information disclosed to that Party prior to the assignment**

**Any assignment in violation of this section shall be void. This Agreement shall be binding upon the Parties and their respective Successors and assigns.**

**10. If any information of this Agreement shall be held invalid or unenforceable, Such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.**

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11. Each Party warrants that it has the authority to enter into this Agreement to Lawfully make the disclosures contemplated hereunder.

12. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior communications, Agreements and understanding related thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both Parties. This Agreement shall be governed in all respects by the domestic laws of the State of Florida.

13. This Agreement shall be effective and binding upon the Parties hereto from the date first written and shall terminate three (3) years from such date.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Print name, company(s) address, contact information (phone, fax, email):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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