

**NONDISCLOSURE, CONFIDENTIALITY, AND
NONCIRCUMVENTION AGREEMENT**

This Nondisclosure, Confidentiality and Noncircumvention Agreement (“Agreement”) is made this ____ day of _____, 20__ (the “Effective Date”), by the person/entity identified on the signature page hereto (“Potential Buyer”) in favor of CENTURY 21 COMMERCIAL SELLING PARADISE, a Florida Corporation, with its principal place of business at 3409 Del Prado Blvd. S. Cape Coral, FL 33904, (“Broker”).

Background

In order for Broker to release the owner’s name, specific location and proprietary, highly sensitive and confidential information about certain real estate being offered for sale, Broker requires that Potential Buyer agree to be bound by the terms and subject to the conditions set forth in this Agreement.

In consideration of the promises contained herein, and as a condition to the disclosure of the Confidential Information, as defined below, Potential Buyer agrees as follows:

Agreement

1. Potential Buyer agrees that all of its obligations undertaken herein with respect to Confidential Information delivered and/or disclosed by or on behalf of Broker under the terms of this Agreement shall survive and continue after any expiration or termination of this Agreement. Broker is the agent for the owner of the subject property. Broker is not an agent of Potential Buyer. Potential Buyer shall not circumvent or otherwise interfere with Broker’s relationship with the owner of the subject property in any way. Potential Buyer shall not contact the owner of the subject property or his Representatives, as defined below, except through Broker, which Potential Buyer acknowledges is the agency first providing the Confidential Information to Potential Buyer.

2. Potential Buyer agrees that all Confidential Information received will be used solely for the purpose of evaluating the purchase of certain real estate.

3. Broker may, during the course of discussions, deliver or disclose to Potential Buyer certain “*Confidential Information*” concerning certain real estate, including, but not limited to, the owner’s name, specific location, tenant information, financial information and other proprietary and highly sensitive information, which information is generally not available to the public. Subject to the limitations set forth in Section 6 of this Agreement, “*Confidential Information*” means all information, in whatever form, that Broker delivers or discloses (or is delivered or disclosed by any of its officers, directors, employees, agents, affiliates, attorneys or representatives (collectively, “*Representatives*”)), whether before or after the Effective Date, to the Potential Buyer, and all related notes, analyses, compilations, studies, data and all other works prepared by Potential Buyer or any of its Representatives that contain or are generated from such information. All Confidential Information, in whatever form, shall remain the property of Broker or the owner of said Confidential Information, as the case may be.

4. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS. IN NO EVENT SHALL BROKER BE LIABLE TO THE POTENTIAL BUYER FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. The delivery or disclosure of the Confidential Information by the Broker to the Potential Buyer under the terms of this Agreement does not constitute any representation, warranty, assurance, guarantee or inducement by the Broker to the Potential Buyer with respect to the accuracy or completeness of the Confidential Information. Potential Broker is solely responsible for its own investigation of all facts and conditions underlying or relating to the Confidential Information and the subject property.

5. Upon receipt of the Confidential Information, Potential Buyer shall:

(a) only disclose such Confidential Information to those of its Representatives with a need to have access to and knowledge of the Confidential Information solely for the limited purpose expressly

stated herein and shall not disclose to any other person except with the prior written approval of an authorized representative of the Broker as designated by the Broker in writing;

(b) advise its Representatives who receive the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality and non-disclosure herein; cause its Representatives to comply with this Agreement as if they were parties hereto; and be responsible for any breach of this Agreement by its Representatives;

(c) use and require its Representatives to use at least the same degree of care to protect the Confidential Information as is used with its proprietary information, with the degree of care, in no event, to be less than holding the Confidential Information in strict confidence;

(d) use, and require its Representatives to use, the Confidential Information only for the limited purpose expressly stated herein; and

(e) treat any doubtful information as Confidential Information until any doubts concerning its nature are resolved after reasonable inquiry.

6. Notwithstanding anything to the contrary herein, the Potential Buyer shall have no obligation to preserve the confidentiality of any Confidential Information which:

(a) prior to any disclosure by the Broker was known by the Potential Buyer free of any obligation to keep it confidential known by the Potential Buyer;

(b) is or becomes publicly available by other than unauthorized disclosure by the Potential Buyer or its Representatives;

(c) is developed by the Potential Buyer or its Representatives independent of any Confidential Information; or

(d) is received from a third party whose disclosure does not violate any confidential obligation.

Further, the Potential Buyer may disclose the Confidential Information pursuant to a valid order issued by a court or governmental agency or judicial process, provided that the Potential Buyer provides to the Broker (i) prior written notice of such obligation, and (ii) the opportunity to oppose such disclosure or obtain a protective order.

7. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise, intention or commitment by the Potential Buyer to enter into a business transaction with the owner of the subject property, or constitute or imply any promise, intention or commitment by the owner of the subject property to enter into a business transaction with the Potential Buyer. In addition, the Broker has no obligation to furnish to the Potential Buyer or its Representatives with any Confidential Information.

8. Confidential Information furnished in written, pictorial, magnetic and/or other tangible form shall not be duplicated by Receiving Party or its Representatives except as necessary for the limited purpose expressly stated in this Agreement. At any time upon written demand by Broker, Receiving Party shall, and shall cause its Representatives to, immediately return all written documents of any nature disclosed or delivered to Potential Buyer or any of its Representatives under this Agreement, and all copies, extracts and reproductions of such information. Potential Buyer further agrees to destroy, and shall cause its Representatives to destroy, all notes, analyses, compilations, studies data and all other works prepared by Potential Buyer or any of its Representatives, that were generated from or are based on the Confidential Information, immediately after receipt of request of the same from Broker. Potential Buyer agrees to promptly provide, and to cause its Representatives to provide, Broker with written certification of its satisfaction of the terms of this Section 8.

9. Nothing contained in this Agreement shall be construed as granting or conferring to Potential Buyer or its Representatives any rights by license or otherwise in any Confidential Information or under any trademark, patent, patent application, design work, copyright, mask work, trade secret or any other intellectual property right now owned or hereafter owned or controlled by Broker or the owner of said Confidential Information, as the case may be.

10. Potential Buyer agrees that it shall not, and shall cause its Representative not to, remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any original or copy of the Confidential Information, or authorize any third party to do any of the foregoing.

11. Each party hereto agrees, and shall cause its Representatives, not to announce or disclose to any third person its participation in discussions with the other party hereto concerning the matters contained in this Agreement without first securing the prior written approval of the other party hereto.

12. Potential Buyer acknowledges and agrees that monetary damages would not be an adequate remedy for any breach of any of the provisions of this Agreement by Potential Buyer or any of its Representatives, and that Broker shall be entitled to the remedies of injunction, specific performance and other equitable relief with respect to any threatened or actual breach of this Agreement by Broker or any of its Representatives in addition to any other remedies available to Broker at law or equity, without the necessity of posting a bond (which is hereby waived by Potential Buyer).

13. No amendment shall be made to this Agreement unless agreed upon in writing by the parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

14. If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

15. This Agreement is not transferable or assignable (whether by merger or operation of law) by Potential Buyer. All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto.

16. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. **FOR PURPOSES OF ANY ACTION OR PROCEEDING INSTITUTED UNDER OR WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, POTENTIAL BUYER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING FOR LEE COUNTY, FLORIDA. POTENTIAL BUYER HEREBY IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN FEDERAL OR STATE COURT SITTING FOR LEE COUNTY, FLORIDA, AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN FEDERAL OR STATE COURT SITTING FOR LEE COUNTY, FLORIDA, HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

17. Potential Buyer hereby agrees that the owner of the subject property is the sole intended third party beneficiary of this Agreement. As such, the owner of the subject property has the right to enforce all of the covenants and obligations of Potential Buyer, and all of the rights and remedies of Broker, set forth in this Agreement, as if said owner was a party hereto.

18. The Potential Buyer and Buyer's Broker shall not approach the existing business/property owners, employees, suppliers, creditors, landlords or others connected with the Subject Property (ies), without the express written permission of the Broker, directly or indirectly for a period of three (3) years from the date of this agreement. The non-disclosure requirements created by this agreement are binding for an unlimited duration.

19. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to reimbursement of attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, from the non-prevailing party.

IN WITNESS WHEREOF, Potential Buyer has set its hands as of the date first written above.

POTENTIAL BUYER:

If an Entity:

Print Name of Entity: _____

By: _____

Print Name: _____

Title: _____

If an Individual:

Print Name: _____

Signature: _____

Additional Required Information from Potential Buyer:

Principal / Mailing Address: _____

Primary Contact Person: _____

Business Telephone: _____

Cell Phone: _____

Fax: _____

Email: _____

Name of Potential Buyer's Broker/Agent: _____

Buyer's Broker/Agent Signature: _____

Business Telephone: _____ Cell Phone: _____

Fax: _____ Email: _____