

**CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION
AGREEMENT**

THIS AGREEMENT is entered into by and between **Steve R. Daria**, licensed real estate broker, and/or **Maxim LLC** (hereinafter referred to as "First Party") and the following parties: (please indicate capacity as broker, investor, principal, etc.)

- 1) _____ Capacity _____
- 2) _____ Capacity _____
- 3) _____ Capacity _____
- 4) _____ Capacity _____

Property / Development / Bank / Description referred to as: _____

A) The undersigned party acting on behalf of any client, principle, affiliate companies employer or assigns or affiliated entities in which party has a direct or indirect interest including Corporations, LLC, Partnerships, Joint Ventures, or other entities agrees to be bound by all terms and conditions of this agreement.

B) The under signed party acting on their own behalf or on the behalf of any company, or affiliated entity in which the Investor/Broker has a personal interest either directly or indirectly (hereinafter "Second Party") agrees to be bound by all terms and conditions of this agreement..

WHEREAS, First Party has possession of proprietary information, contacts, contact information and know-how relating to an idea, product or service, and wishes to employ and/or work cooperatively with Second Party but desires that Second Party agree not to disclose information learned by Second Party during such employment/co-venture; and

WHEREAS, all parties agrees to the provisions contained in this agreement as a condition of employment, co-venture or continuation thereof; and

WHEREAS, all parties desire to enter into this agreement for the purposes of defining their rights and obligations regarding disclosure of confidential information and other purposes.

NOW, THEREFORE, FOR the opportunity to enter into a co-venture together or do business therewith and other valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, all parties do hereby agree, covenant and contract as follows:

1. **CONFIDENTIAL INFORMATION.** All information, ideas, products or services, processes, written material, and all other information of any type, whether written or oral, including, but not limited to, the names of any of its buyers or prospective buyers, the names of its customers or prospective customers, its manner of operation, its plans, its vendors, its supplies and suppliers, its advertising and advertisements, its marketing and sales techniques, its processes, and its pricing, (hereinafter collectively referred to as "Confidential Information"), submitted to all parties by First Party is now, and will remain, the property of First Party.
2. **NO RIGHTS OF ALL PARTIES WITH EXCEPTION OF FIRST PARTY.** All Parties shall have no rights, express or implied, to the Confidential Information except pursuant to the terms of this agreement.
3. **ACCESS BY SUBSEQUENT PARTIES.** SUBSEQUENT Parties may be given the right by First Party to access to Confidential Information.
4. **RETURN OF INFORMATION.** After termination of this relationship, Second Party shall return all confidential information to First Party.
5. **CONFIDENCE BY SUBSEQUENT PARTIES.** All parties agrees to maintain the confidential information in confidence and not to use it for any other purpose other than in furtherance of the opportunity and/or co-venture with said First Party. Subsequent Parties will not, either directly or indirectly, divulge, disclose or communicate aforesaid Confidential Information to any person, firm, or corporation, of any kind, nature, or description, without regard to whether any or all of the foregoing matters would otherwise be deemed confidential, material, or important without a written waiver from the First Party, except for employees and sub-contractors of Subsequent Party, if any, who actually (1) have a need to know for the purposes of evaluation and (2) are also bound by this agreement.
6. **NOT TO SOLICIT.** Subsequent Parties will not, directly or indirectly, either for itself or for any other person, firm, or corporation, solicit, communicate to without expressed permission by First party, take any action or contract with any property, buyer or seller that was worked on cooperatively by First Party and Subsequent Party.
7. **TERM.** This agreement shall exist until the termination of the opportunity/co-venture with the Subsequent Parties. However, the obligations of confidentiality and non-disclosure shall survive termination. Further, Subsequent Parties agrees not to use, directly or indirectly, any of the Confidential Information provided by First Party to Subsequent Parties at any time during or after end of the relationship with First Party for a period of twenty four months after said Confidential Information became known or disclosed to Subsequent Parties.

8. **INDEMNIFICATION & ENJOINMENT.** The parties hereby agree that each of the foregoing matters are important, material and confidential, and gravely affects the effective and successful conduct of the business First Party. Any breach of the terms of this Agreement is a material breach of this Agreement, from which Subsequent Parties may be enjoined and for which Second Party shall also pay to First Party all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs and reasonable attorneys fees and costs to enforce this Agreement.
9. **AUTHORITY.** All persons who sign this agreement warrant they have the right and authority to obligate themselves and the business or persons they represent.
10. **BINDING.** It is further understood that the obligation concerning keeping information confidential shall bind Second Party's employees, officers, agents and representatives.
11. **GOVERNING LAW.** This agreement shall be interpreted and governed in accordance with the laws of the State of Florida.
12. **PRIVACY.** All parties agree not to speak with but not limited to management, maintenance, tenants or residences at said property. All sales information to remain confidential.
13. **NO BROKER PROTECTION.** Second party agrees they are not working with another real estate broker. If the Second Party is represented by another real estate Broker, they must list below their information. If the Second Party is represented by another real estate Broker they understand they are responsible for compensation to that Broker, if any, from Purchaser. Seller will not compensate any commissions to Purchaser's broker.

Subsequent Parties: MUST BE LEGAL SIGNATURE

- 1) _____ date _____
- 2) _____ date _____
- 3) _____ date _____
- 4) _____ date _____

Purchaser Representing Broker (If any):

Name: _____

Phone: _____