



H. Alan Welles

COMMERCIAL REAL ESTATE

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made as of the ____ of _____, 20____ by and between H. Alan Welles Real Estate, LLC, H. Alan Welles, a Florida Licensed Real Estate Broker, located at 5659 Whirlaway Rd, Palm Beach Gardens, FL 33418 herein after referred to as "**Broker**" and _____, Investor / Principal with offices / residence at _____ hereinafter referred to as ("**Recipient**").

WHEREAS, in connection with the property(s) located at **1620-1628 Ave E, Riviera Beach, FL 33404** ("**Property**"), Broker anticipates the need to disclose to Recipient certain information which Broker and/or the Owner of the Property deems to be confidential and/or trade secret information,

WHEREAS, Broker and Owner desire to provide for the protection of such information that may be disclosed to the Recipient in connection with the Property.

WHEREAS, Recipient is requesting information with respect to the Property, and **Recipient** acknowledges that Recipient has no right to distribute the Information to any other person except as expressly authorized by this Agreement.

NOW THEREFORE, the parties hereto in consideration of the premises and all other benefits to be derived from this Agreement, including the mutual promises and covenants contained herein, and intending to be legally bound thereby, do hereby agree as follows

1. The above recitals are true and correct.
2. Recipient, covenants, warrants, represents, acknowledges and agrees with Broker that all documents and other information, including, but not limited to, tenant lists, prospective tenant lists, rent rolls, vendors and vendees, technology (either currently existing or developed in the future), research protocols, market research results, real estate reports, valuations reports, questionnaires, marketing information, video and audio tapes, memorandum, drawings, data, notes, financial information, engineering information, computer code, algorithms, receipts, electronic mail, web based data including analytical data pertaining to any website, and all other information including copies thereof produced by photocopy machines, computer programs, facsimile or otherwise (collectively, the "Information") developed by the Broker and/or Owner or shareholders, members, managers, partners, directors, officers, employees and/or agents of either Broker and/or Owner, whether before or after this Agreement is signed by the Parties, is: (a) confidential and proprietary to Broker and/or Owner, (b) Trade Secrets as defined in Section 688.002(4) of the Florida Statutes and/or (c) valuable confidential business information that does not otherwise qualify as a trade secret under Section 688.002(4) of the Florida Statutes.
3. Accordingly, Recipient agrees that any Information which Recipient receives, is exposed to or to which is disclosed to Recipient in writing, verbally or through computer software or otherwise and relates, directly or indirectly, to either the Owner's or Broker's business or the Property, is deemed highly confidential and a trade secret of Owner and/or Broker, respectively, and that disclosure of such information will cause Owner and/or Broker immediate and irreparable damage with respect to the Information belonging to Owner and/or Broker, respectively.
4. Recipient agrees that as a condition to receiving such Information, the Recipient agrees: (a) not to disclose or reveal Information to any third party for any reason and not to reproduce or distribute Information in any form, tangible or otherwise including, (b) shall keep all Information strictly secret and confidential; (c) not to solicit or contribute to the solicitation of any of the Property' tenants without first obtaining the Owner's or Broker's prior written approval, which shall be solely in the discretion of Owner and/or Broker and (d) to promptly return to Broker upon request all Information in Recipient's possession, including all reports generated by Recipient based on the Information, without keeping copies thereof.
5. Recipient shall use the Information only to carry out the purposes of this Agreement and shall disclose Information only to its employees and representatives having a justifiable need to know such Information with

respects to the purpose of this Agreement. Recipient shall not disclose Information to any third parties without Broker's and/or Owner's prior written consent, which consent shall be in the sole discretion of each of Broker and Owner.



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6. The provisions of this Agreement shall be binding on Recipient until: (a) Recipient can show the Information was in Recipient's prior possession at the time of disclosure by Recipient, and such Information was received or obtained from sources having a right to convey such Information to Recipient; (b) Recipient can show that Information was received by Recipient from a third party who has the legal right to transmit such Information or (c) Recipient can show that the Information is in the Public Domain other than from a breach of this Agreement by Recipient.

7. H. Alan Welles Real Estate, LLC is the "Broker" of record for this Property. That Recipient has seen the property with an outside Co - Broker and that Co - Broker has executed a confidentiality agreement with Broker. Recipient further acknowledges that no one other than Co - Broker has the expressed permission of Recipient to act or represent him for the purchase of the aforementioned Property). In the event of a Co-Broker the fee shall be Two (2%) of the purchase price due and payable only upon a closing taking place. Fee shall be paid by closing agent from sale proceeds.

8. For purposes of this Agreement, the word "Recipient" shall include Recipient, such Recipient's, shareholders, members, managers, partners, directors, officers, employees and agents and affiliates of each. All covenants, warranties, representations, agreements and/or acknowledgements of Recipient contained in this Agreement shall apply equally to each of such Recipient's, shareholders, members, managers, partners, directors, officers, employees, agents and affiliates of each

9. Owner shall be deemed a third-party beneficiary of Recipient's covenants, warranties, representations, agreements and acknowledgements contained in this Agreement that relate to the Information, the confidentiality thereof and Section 11, below. Owner shall be entitled to enforce the provisions of this Agreement against Recipient in owner's own name.

10. This Agreement: (a) may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any counterpart to this Agreement, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person and (b) embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes and replaces all previous negotiations, understandings, representations, writings, and contract provisions and rights relating to the subject matter hereof.

11. If for any reason any provision of this Agreement shall be deemed to be legally invalid or unenforceable in any jurisdiction to which it applies by a court of competent jurisdiction, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced. This agreement shall be governed by the laws of the State of Florida as applied by the Courts (state and federal) located within such state to contracts made and performed entirely within such state. In the event of any action, claim, proceedings or suit between the parties to this Agreement, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys', paralegals', or expert witnesses' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy, administrative, post-judgment or similar proceedings. In the event of an arbitration between the parties, the arbitrators are authorized to enter an award for attorneys' fees to the prevailing party.

IN WITNESS WHEREOF, the Recipient hereby accepts the terms and provisions of this agreement as of the day and year of first above written.

Recipient:

_____ [Printed Name]

By:

Signature

Title of signatory and signatory's printed name

5659 Whirlaway Road, Palm Beach Gardens, FL 33418

Phone: 561-744-8900

Web: www.Hawre.com

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