

NONDISCLOSURE AGREEMENT

In connection with a potential business transaction concerning _____ (the "Transaction"), JDS Real Estate Services, Inc (the "Discloser") may disclose to _____ (the "Recipient"), certain confidential and proprietary information ("**Confidential Information**"). Confidential Information shall specifically include the fact that the Transaction is being considered. To protect the Confidential Information, the parties hereto mutually agree as follows:

1. Confidential Information may be marked, orally identified as confidential (and subsequently confirmed in writing) or exchanged under circumstances in which it is reasonable to presume it is confidential. Information shall not be deemed Confidential Information if it is: (a) already known to the receiving party, free of restriction when disclosed; (b) is or becomes publicly available through no wrongful act or breach of this Agreement; (c) rightfully received from a third party reasonably known to be without restriction; (d) independently developed without use of or reference to Confidential Information; (e) required to be disclosed by applicable law, regulation, or order of a court of competent jurisdiction; or (f) necessary in the defense of any claim or litigation arising hereunder.
2. Recipient agrees: (a) to regard and preserve as strictly confidential and proprietary, all Confidential Information obtained from Discloser in connection with the Transaction; (b) not, without the prior written consent of Discloser, to disclose the Confidential Information to any person, firm or enterprise, or use the Confidential Information in any manner unrelated to the Transaction; (c) to limit disclosure to their own employees or independent contractors on a "need to know" basis; and (d) upon request, to promptly return or destroy all Confidential Information under their control or in their possession provided, however, Recipient may retain one (1) copy of any Confidential Information, including summaries, compilations or analyses thereof to the extent: (i) required by applicable law or regulation; (ii) required by Recipient's internal document retention and governance policies; or (iii) would be unreasonably burdensome to destroy (such as any part of the Confidential Information contained in an archived computer system backup). Any Confidential Information retained pursuant to subsections (i), (ii) or (iii) shall continue to be treated as Confidential Information subject to the restrictions set forth in this Agreement, notwithstanding any termination or expiration thereof. The parties hereof agree that money damages would not be a sufficient remedy for any breach of this Agreement, and that Discloser shall be entitled to seek equitable relief as a remedy in addition to all other remedies available at law or in equity. Under no event shall Recipient be liable to Discloser for punitive or consequential damages or lost profits.
3. The Parties agree that references to Recipient shall be meant to apply to only those individuals who are engaged in the Transaction and no other employees, sales associates or officers of Recipient and/or its affiliates
4. This Agreement (a) contains the entire understanding of the parties with respect to the subject matter hereof, (b) may not be changed or modified orally but only by written instrument signed by the parties hereto; (c) is non-assignable and shall expire no sooner than one (1) year from the date of the last disclosure of Confidential Information hereunder; (d) shall be governed by and construed in accordance with the laws of the State of Florida; and (e) may not be strictly construed against either party, each party agreeing that it has participated fully and equally in the preparation of this Agreement.
5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile signatures shall have the same validity and effect as original signatures. This Agreement may be signed in any number of counterparts, which together shall constitute a single, fully executed Agreement, as though all of the parties signed the same Agreement.

The parties have duly executed this agreement, effective as of the _____, _____

Recipient:

_____,

and its affiliates

By: _____

Name: _____

Title: _____

Address: _____

Disclosure:

READ AND ACKNOWLEDGED:

JDS Real Estate Services, Inc