

MUTUAL NONDISCLOSURE and CONFIDENTIALITY AGREEMENT

This Mutual Nondisclosure and Confidentiality Agreement ("Agreement") is made between Exit Realty and Aswin Suri ("Exit"), with its principal place of business at 211 E. International Blvd, Daytona Beach Florida, 32118 and; Client;

Client; Name (Individual/Corporation): _____
Address: _____
Address: _____
City: _____
State: _____
Zip: _____
Tel: (_____) _____
Email: _____

1. Purpose of Agreement. Each party to this Agreement wishes to disclose to the other party and examine certain confidential and proprietary information for the purpose of discussing and evaluating a possible Real Estate business transaction (the "Discussions"). In connection with the Discussions, the parties agree to the terms and conditions of this Agreement to protect the parties' respective disclosures of Confidential Information (as defined below). To the extent reasonably possible, the parties agree to keep confidential the existence of the Discussions and the fact that Confidential Information has been made available hereunder.
2. Confidential Information. "Confidential Information" means any information or data disclosed, whether in oral, written or electronic form, by a disclosing party (the "Discloser") to a receiving party (the "Recipient") under or in contemplation of this Agreement, whether prior to or after the execution hereof, including but not limited to financial, investor, commercial marketing, sales, strategic, technical or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names and dress, applications relating to the same, trade secrets, software, code, inventions, know-how and similar information) and any and all other business information. Confidential Information expressly includes, without limitation, (i) all writings or other media prepared by the Recipient that contain or otherwise reflect Confidential Information, and (ii) the Recipient's "knowledge" of the Confidential Information.
3. Exclusions. "Confidential Information" does not include any information as to which the Recipient is able to demonstrate by competent written evidence that such information (i) is or after the date of disclosure under this Agreement becomes generally available to the public other than as a result of disclosure by the Recipient; (ii) was already known by the Recipient, without an obligation of confidentiality with respect thereto, prior to the time of disclosure under this Agreement; (iii) is received by the Recipient from a source other than the Discloser and such source was not legally bound to maintain the confidentiality of such information; or (iv) is developed by the Recipient independently without any use of or reference to the Confidential Information.
4. Obligations of Confidentiality. The Recipient shall keep the Confidential Information confidential and secure and shall use at least the same standard of care to protect the Confidential Information as the Recipient employs for the protection of its own proprietary information, but in no case less than a commercially reasonable standard of care. The Recipient will not disclose the Confidential Information to any third party or appropriate in any manner the Confidential Information for its own or any other party's use or benefit, except as specifically permitted herein. The Recipient may use the Confidential Information solely for the purposes of the participating in the Discussions and may disclose the Confidential Information to its Affiliates (as defined in

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Section 6 below) that are legally bound to confidentiality and that have a need to know the Confidential Information; provided, that such use shall be in compliance with all applicable laws and regulations, including U.S. export control laws. A "need to know" means that the Affiliate requires the Confidential Information to perform his or her responsibilities relative to the limited purposes of this Agreement. The Recipient shall advise all Affiliates that are provided Confidential Information of their obligations with respect thereto.

5. Mandatory Disclosure. If the Recipient becomes compelled by law or regulation to disclose any Confidential Information, the Recipient will provide Discloser with prompt written notice so that Discloser may seek an appropriate protective order or other remedy. The Recipient agrees to cooperate with the Discloser, at Discloser's expense, in obtaining such protective order. If a remedy acceptable to Discloser is not obtained by the date that the Recipient must comply with the disclosure order, the Recipient may disclose such Confidential Information without liability hereunder; provided that, if so requested by Discloser and at Discloser's expense, the Recipient shall have received an opinion of counsel that concludes that such disclosure is legally required.
6. Non-Circumvention. Both parties agree not to circumvent the other in any dealings one may have with the other, and agree to protect the confidentiality of the information disclosed by the other in all present and future dealings. No disclosure of the identity of a party introduced by one party to the other shall be made, unless the introducing party expressly authorizes it in writing.
7. Affiliates. The terms "Discloser" and "Recipient" shall include each party's affiliates that disclose or receive Confidential Information between Client and EXIT each shall be responsible for their respective affiliates' full compliance with the terms and conditions of this Agreement. The rights and obligations of the parties hereto shall inure to such affiliates and may be directly enforced by or against such affiliates. "Affiliates" means each party's advisors, directors, officers, employees, contractors, and other agents, and all affiliated entities (i.e., an entity controlling, controlled by or under common control with a party) and the advisors, directors, officers, employees, contractors, and other agents of such affiliated entity.
8. Disclaimer. All Confidential Information provided by either party hereunder is provided on an "as is" basis, and neither party makes any express or implied representation or warranty regarding the accuracy or completeness of any Confidential Information. No right or license of any kind to the Confidential Information or intellectual property of either party is granted or implied by this Agreement. The Recipient shall have the right to refuse to accept any Confidential Information under this Agreement and nothing herein shall obligate the Discloser to disclose to the Recipient any particular information. The Discloser, however, will provide Confidential Information to the Recipient that is as complete and accurate to the best of their knowledge.
9. Injunctive Relief. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a Recipient would irreparably damage the Discloser in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Discloser the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy (including without limitation reasonable attorneys fees) otherwise available to Discloser.
10. Termination. This Agreement governs all communications that are made between the parties during the term of this Agreement, which will terminate on the earlier to occur of (a) the execution of a definitive written agreement regarding the substance of the Discussions that contains confidentiality provisions similar to those set forth herein or that expressly supersedes this Agreement ("Definitive Agreement"), (b) ninety days after the giving of notice by either party terminating the Discussions or this Agreement, or (c) the date that is two years from the date of

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this Agreement. Except to the extent superceded by a Definitive Agreement, all rights and obligations of the parties hereunder will survive the termination of this Agreement for a period of five years from the termination of this Agreement. The obligations of Section 10 below shall remain in effect until satisfied.

11. Return of Materials. Upon termination of this Agreement or receipt of written notice from the Discloser for the return of its Confidential Information, the Recipient will promptly deliver to the Discloser or, if previously approved by the Discloser in writing, destroy all materials and media in the Recipient's possession containing Discloser's Confidential Information, whether in written, electronic or other form. Upon the request of the Discloser, an officer of the Recipient shall promptly certify in writing that all of Discloser's Confidential Information in Recipient's possession has been returned or destroyed.
12. No Commitment. This Agreement does not obligate the parties to enter into a Definitive Agreement or any other agreement relating to the Discussions or to proceed with any other relationship or transaction. Nothing contained herein shall prevent either party from entering into a similar transaction with any third party. Subject only to its obligations under this Agreement and applicable law, each party's right to develop, use and market products and services similar to or competitive with the Confidential Information of the other party shall be unimpaired. This Agreement does not create any agency, partnership, joint venture or other business relationship.
13. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Section 12 shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.
14. Entire Agreement; Amendment. This Agreement represents the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, agreements and understandings relating thereto, whether written or oral. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
15. Severability. If any provision of this Agreement is held by an authorized authority to be unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and the unenforceable provision shall be replaced by a valid and enforceable provision that so far as possible achieves the parties' intent underlying the original provision.
16. Governing Law. This Agreement shall be governed in all respects by the internal laws (but not the conflicts law) of the State of Florida.
17. Notices. Any notice required or permitted to be given hereunder shall be effective when received and shall be sufficient if in writing and if personally delivered or sent by overnight courier or certified mail, return receipt requested, to the other party to receive such notice at its address set forth at the beginning of this Agreement or at such other address as a party may by notice specify to the other.
18. Authority. Each party warrants and represents that the person signing this Agreement on behalf of such party has been properly authorized to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms, conditions, and provisions.
19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the

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same instrument. The parties may exchange signatures via facsimile transmission or other electronic means.

In Witness Whereof, the parties have executed this Mutual Nondisclosure and Confidentiality Agreement as of the date first written above.

Signed: _____ Date: _____

Exit Realty of Daytona, Aswin Suri Owner

;

Client - Buyer: _____ Date: _____

Signature
Print Name

;

Client - Seller: _____ Date: _____

Signature
Print Name

;

Client – Selling Agent: _____ Date: _____

Signature
Print Name