

# Confidentiality Agreement



This Confidentiality Agreement is entered into between Stiles Realty, by Kimberly Barbar, its broker associate, (referred to herein as "Discloser") and \_\_\_\_\_ ("Broker") and \_\_\_\_\_ (Broker's "Purchaser") (each referred to herein as a "Recipient") this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

## Preliminary Statement

Discloser has agreed to provide Recipients with certain confidential and proprietary information in order to assist Recipients in evaluating one or more proposed transactions between Discloser and its client and Recipients relating to \_\_\_\_\_ (referred to herein as the "Project"). The parties have entered into this Agreement in order to protect the confidentiality and proprietary nature of the information to be provided by Discloser to Recipients.

Now therefore, the parties agree as follows:

1. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" means all technical, financial, business and other information regarding Discloser, its client and the Project, which is disclosed by or on behalf of Discloser, its employees, agents or affiliates to each Recipient, its employees, agents or affiliates. Confidential Information shall not include any information that: (a) is already known to Recipient at time of its disclosure; (b) is or becomes publicly known through no wrongful act of Recipient; (c) is received from a third party free to disclose it to Recipient; (d) is independently developed by Recipient; or (e) is communicated to a third party with the express prior written consent of Discloser.
2. Non-disclosure. Recipient shall not disclose any Confidential Information it receives pursuant to this Agreement to any person or entity, except for employees of Recipient, its agents, attorneys, accountants, consultants, lenders, affiliates and other third party contractors who have a need to know and who have been informed of Recipient's obligations under this Confidentiality Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of such Confidential Information as Recipient uses for its own confidential information of like importance.
3. Non-use. Recipient shall not utilize any Confidential Information it receives pursuant to this Agreement, except for the purpose of evaluating a proposed transaction with Discloser, as contemplated by this Agreement. Without limitation of the foregoing, Recipient agrees that neither Recipient nor any employees, agents, attorneys, accountants, consultants, lenders, affiliates or other third party contractors of Recipient will communicate or seek to negotiate, orally or in writing, any transaction relating to the Project with any third party, without the prior written consent or request of Discloser.
4. Confidentiality of Discussions. Nothing contained herein shall obligate either party to enter into any further agreements, or negotiations, with respect to any potential transaction that may have been discussed between them. Neither party hereto, shall in any way or in any form disclose, publicize nor advertise in any manner the discussions or negotiations that preceded or which may follow this Confidentiality Agreement without the prior written consent of the other party.
5. Required Disclosures. In the event that Recipient should be compelled by subpoena, court order or other legal requirement to disclose any Confidential Information, Recipient shall first give Discloser prior written notice and an adequate opportunity to interpose an objection or take action to assure confidential handling of such information.

6. Ownership of Confidential Information. All Confidential Information disclosed by Discloser to Recipients under this Confidentiality Agreement shall be and remain the sole and exclusive property of Discloser. All such Confidential Information shall be returned to Discloser promptly upon written request and shall not thereafter be retained in any form by either Recipient. The rights and obligations of the parties under this Confidentiality Agreement shall survive any such return of Confidential Information.
7. Remedies. The parties acknowledge that Confidential Information is valuable and unique and that disclosure in breach of this Confidentiality Agreement will result in irreparable injury to Discloser. The parties agree that, in the event of a breach or threatened breach of this Agreement, Discloser shall be entitled to an injunction prohibiting any such breach, specific performance of the terms of this Agreement and such other equitable relief as may be appropriate. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages.
8. Termination. Either party may terminate this Confidentiality Agreement by written notice to the other. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination.
9. Notices. Any notice required or permitted to be given by this Agreement shall be given or made in writing, and shall be served personally, by messenger or courier service, or mailed in the United States by prepaid, registered or certified mail return receipt requested, as follows:

If to Discloser:                      Stiles Realty  
   c/o Kimberly Barbar  
   301 East Las Olas Blvd., Floor 6  
   Fort Lauderdale, Florida 33301  
   Direct: (954) 627-9400  
   Email: [kimberly.barbar@stiles.com](mailto:kimberly.barbar@stiles.com)

If to Broker Recipient:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Purchaser Recipient:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

10. Attorney's Fees and Costs. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

## 11. Miscellaneous

- a. Entire Agreement. This Agreement constitutes the entire agreement by and between parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Agreement may not be amended or modified in any way except by a written instrument executed by each party hereto.
- b. Binding Effect. All terms and provisions of this Agreement shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and permitted assigns.
- c. No Waivers. No waiver by either party shall be effective unless set forth in a written instrument signed by a duly authorized officer or representative of the party to be charged with such waiver. Further, the waiver by a party of the prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation, and the waiver by such party of the exercise of any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.
- d. Headings. The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.
- e. Pronouns: Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the personal liability or obligation with respect to same.
- f. Time. Time shall be of the essence. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.
- g. Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof. In the event that any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Agreement shall be construed as if such provision had not been inserted.
- h. Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, all of which shall be deemed to be an original and one and the same instrument.
- i. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to principles of conflicts or choice of laws.
- j. Jurisdiction and Venue. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Broward County; (ii) consents to the jurisdiction of

each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

- k. Trial by Jury. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement.

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

**RECIPIENT/BROKER:** \_\_\_\_\_ **/PURCHASER:** \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLOSER:** \_\_\_\_\_ Stiles Realty

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_