

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "**Agreement**") is made effective as of the date of signing (the "**Effective Date**"), by and between **Doyle & McGrath Real Estate, LLC** (the "**Broker**"), and the Recipient signing below, (the "**Recipient**").

The Broker has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Broker and the Recipient concerning **the possible sale of 5715 -5725 Gunn Highway, Tampa**

Therefore, the parties agree as follows:

CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information or material which is proprietary to the Broker, whether or not owned or developed by the Broker, which is not generally known other than by the Broker, and which the Recipient may obtain through any direct or indirect contact with the Broker. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Broker by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Broker which provides the Broker with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Broker.

B. No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Broker.

C. Unauthorized Use. The Recipient shall promptly advise the Broker if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Broker shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Broker shall not be prohibited by this provision from pursuing other remedies, including a monetary claim for losses and damages.

NON-CIRCUMVENTION. For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Broker to Recipient for the purpose of circumventing, the result of which shall be to prevent the Broker from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Broker. If such circumvention shall occur the Broker shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction until the Broker sends the Recipient written notice releasing the Recipient from this Agreement.

SOURCE OF CONFIDENTIAL INFORMATION. The Recipient acknowledges that Broker is acting on behalf of Seller(s) and that all information provided by the Broker is being relayed from Seller without Broker's knowledge as to the completeness and accuracy of information. If the information provided leads Recipient to pursue a real estate purchase, Recipient undertakes to verify any and all information through the Due Diligence process, prior to completing any such purchase. THE BROKER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE BROKER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Any actions taken, or money invested, by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

TERM. The obligations of this Agreement shall survive two years from the Effective Date or until the Broker sends the Recipient written notice releasing the Recipient from this Agreement.

GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties.

SIGNATORIES. This Agreement shall be executed ELECTRONICALLY by recipient by use of DocuSign Software. The intent of each party signing is that his electronic signature affixed hereto carries the same weight and legal effect as traditional paper and pen signature. Further, the intent of the parties is that this document, or any signature affixed hereto, cannot be denied legal effect or enforceability solely because it is in electronic form.

RECIPIENT(S):

By:

Doyle & McGrath Real Estate, LLC
BROKER