

Client Confidentiality Agreement

MERIN HUNTER CODMAN, INC., dba NAI/Merin Hunter Codman, Inc., a Florida corporation ("MHC"), as exclusive agent for the owner ("Owner") of **4450 Tiffany Drive S, West Palm Beach, FL** (the "Property"), has certain confidential information concerning the Property (the "Evaluation Materials"), which MHC is prepared to furnish you in connection with a potential sale or lease of the Property to you. Owner has authorized MHC to provide you with the Evaluation Materials only on condition that you agree to treat the Evaluation Materials confidentially. As a prerequisite to our furnishing the Evaluation Materials to you, you hereby represent and agree as follows:

1. The Evaluation Materials furnished to you will not be used by you for any purpose other than to evaluate a possible purchase or lease of the Property by you. You agree to keep all Evaluation Materials (other than information which is a matter of public knowledge) strictly confidential; provided, however, that the Evaluation Materials may be disclosed to your employees and your law and accounting firms (together, the "Permitted Parties"). The Permitted Parties shall be informed by you of the confidential nature of the Evaluation Materials and shall be directed by you to treat the Evaluation Materials with strict confidentiality.
2. You agree not to make, and agree to direct the Permitted Parties not to make, any of the Evaluation Materials available, or disclose any of the contents of the Evaluation Materials, to any person unless (i) such person is identified to MHC (ii) MHC has approved, in writing, the furnishing of Evaluation Materials or such disclosure to such person, and (iii) such person has entered into a confidentiality agreement with MHC.
3. Without our prior written consent, you agree not to, and agree to direct the Permitted Parties not to, disclose to any person that (a) discussions or negotiations are taking place concerning a possible purchase or lease of the Property by you, or (b) the terms, conditions, or other facts with respect to any such possible purchase or lease, including the status thereof. The term "person" as used in this Agreement shall be interpreted broadly and shall include, without limitation, any corporation, partnership, trust, individual, or other entity.
4. You agree that neither you nor the Permitted Parties shall contact the tenants, leasing agents, or property management staff of the Property in connection with your review of the Evaluation Materials and inspection of the Property. Any and all questions related to your evaluation of the Property shall be directed solely to MHC.
5. You shall promptly upon our request return to us all the Evaluation Materials furnished to you, whether furnished before or after the date of this Agreement, including any documents or materials prepared by you which contain confidential information obtained from the Evaluation Materials. Photocopying or other reproduction of the Evaluation Materials is strictly prohibited.
6. You understand that the Evaluation Materials have been prepared by MHC primarily from information supplied by Owner. Although the Evaluation Materials have been reviewed by Owner and MHC, they do not purport to be all-inclusive or to contain all of the information which you may desire. You acknowledge that neither MHC, nor any person acting on MHC's behalf, has made any representation or warranty as to the accuracy or completeness of the Evaluation Materials. You agree that neither MHC, nor persons acting on MHC's behalf, shall have any liability to you resulting from the delivery to, or use by, you of the Evaluation Materials or otherwise with respect thereto.
7. You recognize and hereby acknowledge that a breach or violation by you of any or all of the covenants and agreements contained in this Agreement may cause irreparable harm and damage to Owner and to MHC in a monetary amount which may be virtually impossible to ascertain. As a result, you recognize and hereby acknowledge that MHC and Owner shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining **any** breach or violation of any or all of the covenants and agreements contained in this Agreement by you and/or your employees, associates, affiliates, partners, agents and

Permitted Parties, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other rights or remedies Owner and MHC may possess hereunder, at law or in equity. Nothing contained in this paragraph shall be construed to prevent MHC or Owner from seeking and recovering from you any damages sustained as a result of any breach or violation by you of any of the covenants or agreements contained in this Agreement.

8. You agree to indemnify, defend and hold MHC, MHC's subsidiaries and affiliates, officers, directors and shareholders harmless from any loss, liability, damages, costs and expenses including attorney's fees and court costs at both trial and appellate levels arising out of any violation of this Agreement, including, but not limited to, the unauthorized use, distribution and/or dissemination of the Evaluation Materials.

9. You represent and warrant to MHC that the only real estate broker, salesman or finder involved in this transaction other than MHC is _____ (if none, insert "none"). If a claim for brokerage in connection with the transaction is made by any other broker, salesman or finder claiming to have dealt through you or on your behalf, you shall indemnify, defend and hold MHC, and MHC's officers, directors, agents and representatives harmless from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs) with respect to said claim for brokerage.

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any legal action or proceeding is commenced to interpret or enforce the terms of or obligations arising out of this Agreement, or to recover damages for the breach thereof, the party prevailing shall be entitled to recover reasonable attorney's fees, court costs and expenses, at both trial and appellate levels. You understand and agree that Owner is specifically intended as a third party beneficiary of this Agreement and shall have the right, either severally or jointly with MHC, to enforce its provisions.

READ, ACKNOWLEDGED AND AGREED TO:

(Type or Print Your Company Name)

By:_____

Name:_____

Title:_____

Date:_____