

VIP COMMERCIAL

CONFIDENTIALITY AGREEMENT

VIP Commercial (the “Company”) is furnishing you with certain valuable proprietary and confidential information regarding the Company’s properties and real estate listings (the “Confidential Information”).

In consideration of the Company furnishing the Confidential Information, you agree that you will not, without the prior written consent of the Company, divulge, publish or otherwise disclose or make available to any third party any Confidential Information other than to your affiliates and their and your respective officers, directors, employees, advisors, and prospective lenders and equity participants (the “Representatives”) who are bound to the same nondisclosure and other terms contained in the Agreement and that have actual need.

Confidential Information does not include information which (a) is or becomes public, other than as a result of the disclosure by you; (b) the Company agrees, in writing may be disclosed; (c) you are required or requested to disclose by applicable law, regulation or legal process, which would include litigation to which you are a party; (d) was available to you on a non-confidential basis prior to its disclosure by the Company; or (e) becomes available to you on a non-confidential basis from a person other than the Company who is not otherwise bound by a confidentiality agreement with the Company.

Upon the Company’s request, you will return to the Company or destroy all Confidential Information obtained from the Company or otherwise in your possession or control.

In the event that you are requested or required by application of law, regulation or legal process to disclose any of the Confidential Information, you will (provided you are permitted by law to do so) provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waiver compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a written waiver by the Company, you are nonetheless, in the opinion of counsel, required to disclose Confidential Information, you may, without liability hereunder, disclose only that portion of the Confidential Information, which such counsel advises you, in writing, is required to disclose.

Except with respect to any action seeking specific performance, any dispute relating to this Agreement will be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA). The arbitration proceeding, including the rendering of an award, will take place in Florida and administered by the AAA. The decision of the arbitrators will be final and binding on the Company and you and any judgment rendered by such arbitrators may be enforced by any court of competent jurisdiction. Each party will bear its own expenses in connection with such arbitration unless otherwise ordered by the arbitrator.

Agreed to and Accepted:
Interested Party

By: _____
Printed Name:
Company:
Title:
Date: