

Confidentiality and Non-Disclosure Agreement

This agreement ("Agreement") is made by and between WINSTON TOWERS 600 CONDOMINIUM ASSOCIATION, INC. and _____, Board Member and/or Committee Member of Winston Towers 600 Condominium Association, Inc. (and all entities they are each affiliated with), on behalf of themselves and their agents, employees, affiliates and partners (collectively "Recipient"), this 3rd day of January 2022.

The parties mutually desire that Association disclose to Recipient certain information, (the information being referred to as "Confidential Information"), regarding Association, its businesses and operations and property owned and /or managed by Association, relating to, in or about the Association located at 210 – 174th Street, Sunny Isles Beach, FL 33160 (the "Property") for purposes of evaluation. All such information is considered by Association to be proprietary and confidential. In consideration of the promises and covenants contained in this Agreement and the disclosure of the Confidential Information from Association to the Recipient and other good and valuable consideration, the parties hereto agree as follows:

1. Confidential Information and Materials

(a) "Confidential Information" shall mean any nonpublic information provided by Association to Recipient. "Confidential Information" includes, but is not limited to, bid packages, drawings, descriptive material, specifications, sales and customer information, operating information, profit and expense information, any and all financial and operating documentation, the Association's business policies or practices, information received from others that the Association is obligated to treat as confidential, and other materials and information of a confidential nature and all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable and all electronic files.

For purposes of this Agreement, all documentary or other format information in whatever form, be it physical or electronic, provided by Association to Recipient, shall be deemed and treated as Confidential Information whether or not labeled as such.

2. Restrictions

(a) Recipient shall not disclose any Confidential Information to third parties without the prior written authorization of the Association.

(b) Recipient shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient may disclose Confidential Information or Confidential Materials only to Recipient's affiliates, employees, retained professionals or consultants on a

need-to-know basis. Recipient shall instruct all employees given access to the information to maintain confidentiality as provided for in this Agreement and to refrain from making unauthorized copies.

(d) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Recipient's business relationship with the Association, and only as otherwise provided hereunder. Recipient agrees to segregate all such Confidential Materials from the confidential materials of others to prevent commingling.

3. Rights and Remedies

(a) Recipient shall notify the Association immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Recipient, and will cooperate with the Association in every reasonable way to help the Association regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

(b) Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Recipient's possession or control at the Association's request or, at the Association's option, certify destruction of the same.

(c) Recipient acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the Association shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a) All Confidential Information is and shall remain the sole and exclusive property of Association.

(b) All Confidential Information is provided "AS IS" and Association makes no warranty regarding the accuracy or reliability of such information or materials. The entire risk arising out of the use of the Confidential Information remains with the Recipient.

(c) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

(d) None of the provisions of this Agreement shall be deemed to have been waived by any

act or acquiescence on the part of the Association, its agents, or employees but only by an instrument in writing signed by an authorized officer of the Association. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

(f) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

(g) This Agreement shall be construed and governed by the laws of the State of Florida, and both parties further consent to jurisdiction by the courts in the State of Florida.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

(i) The parties agree that, unless required by law or by a court of competent jurisdiction, this document shall remain confidential and will not be used for any purpose other than enforcing its specific terms in an action between the parties hereto.

(j) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

(k) Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Receiving Party will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose

such Confidential Information, disclosure of such Confidential Information may be made without liability.

(m) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Witness Signature

By: _____
Winston Towers 600 Condo. Assoc., Inc.

Printed Name Date _____

Printed Name Date _____

Witness Signature

Board Member and/or Committee Member

Printed Name Date _____

Printed Name Date _____