

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made as of _____, 20____ ("Effective Date") by and between **COMMUNITY ASSOCIATIONS INSTITUTE, SOUTHEAST FLORIDA CHAPTER, INC.**, a not for profit corporation ("CAI") and _____, ("Recipient"). CAI and Recipient are each also referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties desire to enter into discussions with each other regarding a potential membership and/or other transaction between the Parties or their respective subsidiaries or affiliates (the "Discussions"); and

WHEREAS, as part of the Discussions, CAI may disclose to Recipient certain Confidential Information (as defined below); and

WHEREAS, as a condition of CAI providing Recipient with any Confidential Information, CAI desires to ensure that Recipient keeps the Confidential Information confidential and protected pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the above recitals are true and correct and are incorporated herein by reference.

2. Confidential Information. As used in this Agreement, the term "Confidential Information" shall be defined as the following: All information related to the Discussions or the business operations of CAI that is furnished to Recipient by or on behalf of CAI, whether furnished as of or after the date of this Agreement, regardless of the manner or medium in which it is furnished (whether oral, written, visual, electronic or any other manner or medium), including but not limited to the following: (i) all information and documentation relating to CAI's business operations and structure, marketing practices and techniques, business strategies and capabilities, business plans, marketing plans, and relationships with members, customers, principals, employees and others; (ii) all non-public, proprietary, and/or confidential information of, and/or relating to CAI, their business, and/or the personal affairs of CAI's members, managers, and officers, and any of its clients and their associates, in any tangible or intangible form, whether or not marked or designated as "confidential," and any and all member, client and vendor lists and information, member, client and vendor agreements, prospect lists, designs, drawings, concepts, images, trade secrets, inventions, ideas, analysis, proposals, tapes, files, data, documentation, diagrams, compilations, specifications, know-how, processes, formulas, models, flow charts, software, marketing techniques and materials and plans, price lists, pricing policies, business plans, financial information and data, text messages, reports, emails, letters, studies, notices, notes, and summaries, and any and all other files and materials received or obtained by Recipient or its Representatives (as defined below) that contain, are based on, or otherwise reflect, to any degree, any information that is related to, or sourced, created or owned by CAI; (iii) all financial, tax and

Initials: _____
CAI Recipient

accounting information and documentation relating to CAI; and (iv) all information and documentation CAI is obligated to treat as confidential pursuant to any course of dealing or any agreement to which CAI is a party or by which it is bound. As used herein, the term “Representatives” shall mean the directors, officers, employees and professional advisers (including attorneys, accountants, and financial advisers) of CAI or Recipient, as applicable.

For purposes of this Agreement, however, Confidential Information of CAI does not include information that (w) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives in breach of this Agreement; (x) became or becomes available to the Recipient or its Representatives from a source (other than CAI or its Representatives) that is not bound by a confidentiality agreement with respect to such information or otherwise prohibited from delivering or submitting the information to Recipient as a result of a contractual, legal or fiduciary obligation; (y) the Recipient can reasonably demonstrate was already within Recipient’s possession prior to it being furnished to Recipient by CAI or its Representatives, provided that the source of such information was not bound by a confidentiality agreement with respect to such information or otherwise prohibited from delivering or submitting the information to Recipient as a result of a contractual, legal or fiduciary obligation; or (z) the Recipient can reasonably demonstrate is or was independently developed by such Recipient without reference to the Confidential Information.

3. Use and Disclosure of Confidential Information. Recipient shall use the Confidential Information solely in connection with the Discussions or purely for the benefit of CAI or as otherwise explicitly authorized by CAI in a separate signed writing. Subject to Section 4, Recipient shall not disclose or permit access to Confidential Information other than to other the Representatives of Recipient as necessary to further any of CAI’s purposes to the extent necessary: (a) need to know such Confidential Information in connection with the Discussions or CAI or its business; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. The Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Recipient shall promptly notify CAI in writing of any unauthorized use or disclosure of Confidential Information and shall take all reasonable steps to prevent further use or disclosure. The Recipient will be responsible for any breach of this Agreement caused by its Representatives.

4. Required Disclosure. If Recipient or any of its Representatives are required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify CAI in writing of such requirements promptly and give CAI a reasonable opportunity to contest the required disclosure. In the event that the disclosure cannot be successfully contested, then Recipient remains legally compelled to make such disclosure only to the extent that Recipient: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

5. Return or Destruction of Confidential Information. Upon the expiration of this Agreement or otherwise at CAI’s request, Recipient shall promptly, at CAI’s option, either return

to CAI or destroy all Confidential Information in its possession and certify in writing to CAI the destruction of such Confidential Information.

6. Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement, if the Recipient is an employee or independent contractor of CAI, then such employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (A) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If such an employee or independent contractor files a lawsuit for retaliation by CAI for reporting a suspected violation of law, such employee or contractor may disclose CAI's trade secrets to such employee or contractor's attorney and use the trade secret information in the court proceeding if such employee or contractor: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

7. No Obligation to Engage; No Business Relationship. The Parties are under no obligation to engage, or continue to engage, in any capacity, whether in a business relationship, employee-employer relationship, independent contractor agreement, or otherwise, and nothing in this Agreement shall be construed to create any such relationship between the Parties.

8. Recipient's Representations and Warranties. Recipient hereby represents, warrants, and agrees to the following: (a) all of the Confidential Information and any derivatives of such are valuable assets of CAI and is, will be and shall, at all times, remain the sole and exclusive property of CAI; (b) but for Recipient's execution of this Agreement, the Confidential Information would not have been disclosed to Recipient; (c) Recipient shall neither directly or indirectly cause nor permit the use, exploitation, copying or summarizing of any of the Confidential Information, except as otherwise explicitly directed by CAI in writing or as explicitly provided for in this Agreement; (d) Recipient understands that in order to protect CAI's business, competitive position and goodwill, Recipient must maintain and preserve all of the Confidential Information and knowledge of that Confidential Information as unavailable to CAI's competitors, the industries in which CAI does business, and the general public; (e) Recipient shall hold the Confidential information as secret and shall not, directly or indirectly, individually or in combination or association with any other person or entity, divulge or disclose to any third party any of the Confidential Information without, in each instance, the prior written consent of CAI; and (f) CAI is materially relying on each of Recipient's representations and agreement in offering the Confidential Information to Recipient. This Section shall survive the termination hereof.

9. No Transfer of Rights, Title, or Interest. CAI retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.

10. Non-Solicitation; Non-Circumvention. Insofar as this Agreement is in effect and for a period of two (2) years after the expiration or termination of this Agreement, for any reason, Recipient covenants and agrees that it and its Representatives shall not, directly or indirectly,

except with the express written consent of CAI: (i) solicit, divert, take away or attempt to solicit, divert or take away any clients, customers, suppliers, vendors or third-party service providers that have engaged with CAI in the previous two (2) year period, or any party introduced to Recipient by or through CAI or encountered or sourced through working with CAI, to alter or discontinue its relationship with CAI or any of its affiliates or to work with Recipient in a capacity that does not directly benefit CAI; or (ii) use or engage with any of CAI's Confidential Information, suppliers, vendors, or third-party service providers or derivatives therefrom for any purpose other than for the benefit of, and as approved by, CAI, or for any purpose that otherwise circumvents CAI and/or its business. The Parties agree that: (a) this provision does not impose an undue hardship on Recipient and is not injurious to the public; (b) this provision is necessary to protect the business of CAI or any of its affiliates; (c) the nature of Recipient's responsibilities and engagement with CAI under this Agreement require Recipient to have access to Confidential Information which is valuable and confidential to CAI; (d) the scope of this Section is reasonable in terms of length of time and geographic scope; and (e) adequate consideration supports this covenant not to compete, including consideration herein.

11. Term. Unless otherwise provided for herein, the rights and obligations of the Parties under this Agreement expire two (2) years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.

12. Equitable Relief. Recipient acknowledges and agrees that any breach of the confidentiality obligations under this Agreement will cause injury to CAI for which money damages would be an inadequate remedy and that, in addition to remedies at law, CAI is entitled to equitable relief as a remedy for any such breach.

13. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. Venue for any disputes arising hereunder shall be in Miami-Dade County, Florida. Each Party agrees, on behalf of itself and its Representatives, to (a) irrevocably consent and submit to the exclusive jurisdiction of the courts of the State of Florida and of the United States of America located in Miami-Dade County, Florida to resolve any dispute relating to this Agreement, the Confidential Information or Discussions, (b) waive any right to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue, (c) waive any right to plead or claim that any proceeding has been brought in an inconvenient forum.

14. Notices. All notices required under this Agreement shall be sent in writing and addressed to the other Party at the addresses set forth below (or to such other address that such Party may designate from time to time, provided notice of such change in address has been given to the other Party in accordance with this Section). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon

Initials: _____
CAI Recipient

receipt by the receiving Party and (b) if the Party giving the notice has complied with the requirements of this Section.

IF TO CAI: Community Associations Institute,
Southeast Florida Chapter, Inc.
304 Indian Trace, Suite 538
Weston, FL 33326
Attn: _____
Email: _____

WITH COPY TO: DiSchino & Schamy, PLLC
Attn: Christopher DiSchino, Esq.
Email: christopher@dsmiami.com

IF TO RECIPIENT: _____

Email: _____

15. Waiver. The failure of any Party in any one or more instances to insist upon strict performance of any terms or provisions of this Agreement, or to exercise any option or remedy herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions, options or remedies on any future occasion.

16. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be in violation of any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall be effective only to the extent of such violation (i.e., to make such provision enforceable as “blue penciled”) and shall not invalidate or otherwise render unenforceable this Agreement or any other provision of this Agreement.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the confidentiality of matters to be disclosed pursuant to this Agreement and supersedes any and all prior oral or written representations or agreements regarding said matters. This Agreement shall not be modified except in a writing that has been signed by all Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first set forth above.

RECIPIENT:

Sign: _____

Print Name: _____

CAI:

**COMMUNITY ASSOCIATIONS INSTITUTE,
SOUTHEAST FLORIDA CHAPTER, INC,**
a Florida not for profit corporation

Sign: _____

Print Name: _____