



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is effective this ___ day of _____, _____, and entered into _____ (the "Indemnitor") in favor of Salt and Water Club I, II, and III and/or its Affiliates (the "Company").

WHEREAS, the Company desires to protect its proprietary and confidential information and to prevent other persons and entities from acquiring, appropriating, circumventing or discovering its propriety and confidential information during or after production of work product necessitated by the Contract; and

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Indemnitor agrees as follows;

1. Recitals. The above recitals are true and correct and are made a part of this Agreement.
2. Confidentiality.
 - a. The Indemnitor agrees and covenants that all information, knowledge, data, or records, whether written, verbal or otherwise, of whatever kind or nature, including but not limited to any information which relates to client and/or customer names or other information, operations, methods, policies or procedures, personnel matters, financial information, debtor information, business and operational plans, software, company contracts, business strategies, or other information or documents of a confidential nature relating to the Company's concepts, ownership or operation of the Company or the Property, or concerning any affiliate, subsidiary, officer, director, owner, shareholder, employee agent, servant, representative, consultant and/or agent of Company (hereinafter -collectively referred to as "Propriety Information"), which is acquired or is made available by the Company to the Indemnitor, shall be regarded as strictly confidential and/or a trade secret of the Company, whether marked or asserted as such.
 - b. The Indemnitor agrees that it will not at any time, directly or indirectly, reveal, use, publish, disclose, disseminate, communicate, or divulge any Proprietary Information to any person, corporation, or other entity without the prior written consent of the Company, except as permitted herein, The Indemnitor shall hold the Propriety Information in trust and confidence for the Company and shall protect the Propriety Information with the same degree of care as the Company employs for the protection of its own trade secrets and Propriety Information.



- c. The Indemnitor is not precluded from disclosing Proprietary Information to its employees or legal representatives or Indemnitor's intended lender, its employees or representatives, who need to know such Proprietary Information in order to participate on behalf of the Indemnitor in the analysis, negotiation, or closing of the Contract, provided, however, that each employee or representative, potential equity investor, or Indemnitor's intended lender, its employees or representatives, receiving Proprietary Information shall be notified of and required to abide by the terms and conditions of this Agreement. The Indemnitor is responsible for each breach of this Agreement by itself and or any of its employees or representatives.
 - d. Further, notwithstanding anything to the contrary contained herein, Proprietary Information shall in no event apply to any information which (i) is already in the public domain at the time of disclosure; (ii) enters the public domain after disclosure through no fault of the Indemnitor; (iii) is already known to the Indemnitor at the time of disclosure; (iv) is required to be disclosed under state or federal law or pursuant to subpoena or court order; or (v) is subsequently disclosed to the Indemnitor by third parties having no obligation of confidentiality to the Company.
 - e. The Indemnitor agrees that all of the Proprietary Information of the Company is and shall remain the sole and exclusive property of the Company, free of any and all claims of the Indemnitor. The Indemnitor will deliver all Proprietary Information, and any copies, duplicates, or reproductions of whatever kind relating to the Proprietary Information, which are in the Indemnitor's possession, to the Company at any time upon request.
3. **Exclusive Use.** The Indemnitor agrees to hold Proprietary Information in the strictest confidence and shall use the same exclusively for the limited purpose of evaluating the Property. The Indemnitor further agrees not to disclose the existence or nature of the Contract and the relationship between the Indemnitor and the Company except as provided for in this Agreement. The Indemnitor shall never disclose, circumvent, use or exploit any Proprietary Information for its own benefit or for any other person's or entity's benefit.
4. **Survival of Agreement.** The restrictive covenants, requirements and use and confidentiality set forth in this Agreement shall survive for a period of two (2) years from the date of the closing or the termination of the Contract.
5. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Any action pertaining to this Agreement shall be commenced and prosecuted in the Circuit Court of Pinellas County, Florida and each party submits to the jurisdiction of said court.



6. Execution by Facsimile. This Agreement may be communicated to the Company by facsimile transmission and shall be binding upon the Indemnitor. The original signature of the Indemnitor shall be provided to the Company within fifteen (15) days of the

applicable facsimile transmission, provided, however, that the failure to provide the original signature shall have no effect on the validity or the binding nature of this agreement.

IN WITNESS WHEREOF, the undersigned party has executed this Agreement intending for the Company to rely on this Agreement in all respects.

Company:

By: _____

Name: _____

Title: _____

Date: _____