



## CONFIDENTIALITY AGREEMENT

In connection with the Exclusive Right of Sale Agreement of certain property generally described as **JEROME BUILDING, 2022 HENDRY STREET, FORT MYERS, FL 33901** under ownership described as **JEROME | PECK ASSOCIATES, a Florida Partnership**; ("OWNER"); and **SVN® | KOVA FORT MYERS** ("BROKER"), Owner and Broker may be providing you with certain information with respect thereto that is non-public, confidential or proprietary in nature. Accordingly, the following shall constitute both the Owner's and the Broker's agreement relating to the non-disclosure and use by you of such non-public, confidential and proprietary information:

1. Except as expressly provided below, you agree that all information, whether oral, written, via computer disk or electronic media or otherwise, to which you are given access or is made available to you by us (including by our agents and representatives) is referred to as "Confidential Information." Confidential Information shall include, without limitation, all property documentation and information, underwriting processes, files contracts, proprietary information, historical and projected financial information, strategic or management plans, and customer information, whether received before or after the date hereof, regardless of whether such information is specifically identified as confidential.
2. Except as expressly provided herein, you agree to hold all Confidential Information in confidence, that you will not disclose any Confidential Information to any person, other than directors, officers, employees, agents or representatives (collectively, the "Representatives") who have a need to know such information in connection with the Listing, and that you will not use any such Confidential Information for purposes other than in connection with the Listing. You agree to inform your Representatives of the confidential and valuable nature of the Confidential Information and of your obligations under this agreement. You shall be responsible and liable for any breach of this agreement by your Representatives. You agree to use reasonable care and implement reasonable controls, but in all events at least the same degree of care and controls that you use to protect your own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure or availability of Confidential Information.
3. In the event that discussions between us are terminated for any reason whatsoever or no definitive agreement has been entered into with respect to the Listing, or at any time upon our request, you agree to return promptly all copies of the Confidential Information without retaining any copies thereof and to destroy all copies of any analysis, compilations, studies or other documents prepared by you or for your use containing or reflecting any Confidential Information.
4. In as much as any breach of this agreement may result in immediate and irreparable injury, it is recognized and agreed that we shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law. Further, all of your obligations hereunder and our rights and remedies hereunder shall survive any return or destruction of the Confidential Information and any termination of our discussions with respect to the Listing. Additionally, to the extent Confidential Information includes non-public, confidential or proprietary information of a third party, that third party shall be a third party beneficiary with respect to the provisions of this agreement and shall be entitled to enforce such provisions directly against you as that third party's interests may warrant.
5. This Agreement is enforceable in a court of competent jurisdiction in Lee County, Florida. In the event of any such court action, the non-prevailing party shall be responsible to pay the prevailing party any of its reasonable attorney fees.
6. This Agreement may be executed in counterparts and the counterparts, when taken together, shall constitute the agreement of the parties. Any electronic copies of any signatures hereon shall be deemed original.



7. In the event of any conflict between this Agreement and any Listing Agreement, the terms of this Agreement shall prevail.

**OWNERS: JEROME | PECK ASSOCIATES, a Florida Partnership**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

ITS: Authorized signature for all entities. \_\_\_\_\_

**BROKER: SVN® | KOVA Fort Myers**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**COOPERATING BROKER: \_\_\_\_\_**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**PRINCIPAL: \_\_\_\_\_**

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**SVN | KOVA Fort Myers**

3033 Winkler Avenue, Suite 190, Fort Myers, FL 33916 | P. 239.205.2344 | F. 239.789.2663 | [www.svnkova.com](http://www.svnkova.com)