

## CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

### (Clients)

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as "the Agreement"), is made and entered into by **Essex Capital Partners, LLC** (hereinafter referred to as **Essex**) with offices at 5050 W. Highway 326. Ocala, Florida

and \_\_\_\_\_, (hereinafter referred to as "**Client**")

with offices located at \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_.

This Agreement shall have an effective date of \_\_\_\_\_, and shall supercede any and all prior agreements, both written and verbal, as to the purpose between the parties.

**WHEREAS**, the parties wish to exchange and discuss information that is considered sensitive and/or confidential; more specifically, financial information that pertains to the Clients business; for the purpose of this agreement, the parties agree as follows:

1. Essex agrees that certain financial information is proprietary and shall remain the exclusive property of the Client. Such confidential information may be disclosed to Essex's internal financial staff and to partners that have a need to know. Such confidential information may include Profit and Loss statements, Balance sheets, Inventory listings, Accounts Receivable ageing, Accounts Payable ageing, Federal and State Income Taxes; and other financial documents that pertain to the Clients business. It may also include Intellectual property information and sales and marketing information, and shall be used exclusively for the purpose of accomplishing this Agreement
2. Client understands that providing such information is necessary for evaluation and determination of the Client's financial ability, and to determine viability regarding the offering of certain credit facilities in favor of the Client.
3. The restrictions and obligations upon the parties under this Agreement concerning Confidentiality **shall not expire** from the effective date and **shall apply** to all Confidential Information considering the following exceptions:
  - (a) Information already known or developed by either recipient prior to receipt under this Agreement, as evidenced by written records; or
  - (b) Information disclosed to the recipient in good faith by a third party who is in lawful possession thereof and who has the right to make such disclosure; or
  - (c) Information that has become part of the public domain, by publication or otherwise, through no fault of the Recipient; or

4. The parties agree that an agency and/or corporate relationship is not being created as a result of this agreement.
5. Receipt and evaluation of such confidential information from Client, does not give Essex an express or implied right, or license, other than to fulfill the Purpose of the Agreement.
6. All Confidential Information, including copies thereof, will be returned to the Client upon completion or abandonment of the Purpose of the Agreement, within 15 days of receipt of a written request to return such Confidential Information. In the event the Purpose of this Agreement is abandoned, Essex shall not be permitted to maintain copies of said confidential information.
7. Inasmuch as a breach of the covenants and agreements contained in this Agreement are not fully measurable in monetary damages, both parties agree to submit to arbitration, for the purpose of discharging disagreements by either party. If a reasonable conclusion cannot be reached through arbitration, either party is free to seek injunctive relief, in a court of competent jurisdiction to enjoin any such breach, including monetary damages.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.**

**For Essex Capital Partners, LLC**

\_\_\_\_\_  
**Client:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please complete and sign this Confidentiality Agreement; and FAX to Essex Capital Partners, LLC, at (352) 505-7025. We will countersign the document and return it to you fully executed.**