

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “**Agreement**”) is effective as of {DATE}_____, by and between **JUNIPER LANDSCAPING LLC**, a Florida limited liability company (the “**Company**”), and {NAME OF RECIPIENT COMPANY}_____, a {PLACE OF INCORPORATION} _____ corporation (the “**Recipient Party**”).

WHEREAS, the Company and Recipient Party are preliminarily discussing entering into a business arrangement;

WHEREAS, the Recipient Party desires to review and/or receive certain information of the Company in connection with the Recipient Party's proposed business arrangement or transaction with the Company (the “**Transaction**”); and

WHEREAS, the Company is willing to provide such information to the Recipient Party only on the condition that the Recipient Party's use of such information shall be subject to the confidentiality and nondisclosure restrictions imposed by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION

The term “Confidential Information” shall include all information relating to the Company's business or affairs, including, but not limited to, any and all knowledge, know-how, information and/or techniques disclosed by the Company and/or its affiliates to the Recipient Party relating to the Company's and its affiliates', business, technology, equipment, financial or business information, personal information, future trends, customer lists, processes and other activities and information, including, without limiting the generality of the foregoing, all business plans, financial information, biological or chemical materials, compounds and any composition of matter, specifications, plans, documents, recordings, instructions, manuals, papers or other materials of any nature whatsoever, whether written or otherwise, relating to same, as well as the existence and terms of this Agreement. The Company shall have no obligation to specifically identify any information as to which the protection of this Agreement extends by any notice or other action, and the Recipient Party agrees that all information relating to the business of the Company described above shall be deemed Confidential Information, except to the extent that any such information (a) is known or becomes known to the general public other than as a result of unauthorized disclosure by the Recipient Party or by persons to whom the Recipient Party has made such information

available, or as a result of conduct by others which the Recipient Party knows to have been wrongful; (b) is received by the Recipient Party on a non-confidential basis from a third party lawfully possessing and entitled to disclose such information; or (c) is in the Recipient Party's possession at the time of disclosure free of any confidential obligations to any party.

2. USE AND DISCLOSURE

The Recipient Party shall not, without the prior written consent of the Company, use any of the Confidential Information for any purpose other than the Transaction and with respect thereto, the Recipient Party agrees that:

(a) it will hold the Confidential Information in the strictest confidence, will abide by and respect the Company's proprietary rights therein (including, but not limited to, patents, copyrights and trade secrets) and will exercise at least the same care with respect thereto as it exercises with respect to its own proprietary and confidential information which shall not be less than a commercially reasonable standard of care;

(b) it will restrict disclosure of the Confidential Information to only those directors, officers, employees, and agents (collectively, "**Representatives**") of the Recipient Party (i) who reasonably need to have access to the Confidential Information for purposes of the Transaction and (ii) in the case of parties other than licensed professionals who are bound by rules of professional conduct not to disclose Confidential Information, who have previously agreed in writing to be bound by the terms of this Agreement;

(c) it will, upon termination of the Transaction or at any time upon the Company's written request, immediately return to the Company all tangible material within its possession, custody or control containing or reflecting any portion of the Confidential Information (and all copies and reproductions thereof), including, but not limited to, returning any samples or tangible material provided by the Company, and shall make no further use of the Confidential Information. Alternatively, upon written permission of the Company, the Recipient Party shall destroy all Confidential Information received from the Company, including all copies and reproductions that are maintained in any medium (e.g., hard copy or electronic form). In addition, the Recipient Party shall destroy: (i) any notes, reports or other documents created by or on behalf of the Recipient Party that contain Confidential Information of the Company; and (ii) any Confidential Information of the Company (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Company. Notwithstanding the return or destruction of the Confidential Information, the Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. The Recipient Party's legal counsel may retain one copy of the Confidential Information for archival purposes only; and

(d) it will take all reasonable measures necessary to compel compliance by the Recipient Party and its affiliates and Representatives with the provisions of this Agreement. The Recipient Party shall be responsible for any breach of this Agreement by Representatives of the Recipient Party.

(e) it will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement or in connection with the Transaction by taking any actions to indirectly gain the benefits of the Confidential Information.

3. ACTIONS SEEKING DISCLOSURE

In the event of any legal action or proceeding or asserted requirement under applicable law or government regulations requesting or demanding disclosure of Confidential Information furnished hereunder, the Recipient Party shall forthwith notify the Company in writing of such request or demand and the documents requested or demanded so that the Company may seek an appropriate protective order or take other protective measures and/or waive the Recipient Party's compliance with the provisions of this Agreement. The Recipient Party shall, upon the request of the Company, cooperate reasonably with the Company in contesting such request or demand at the expense of the Company including, without limitation, consulting with the Company as to the advisability of taking legally available steps to resist or narrow such request or demand. If in the absence of a protective order or a waiver hereunder from the Company, the Recipient Party, in the reasonable written opinion of the Recipient Party's legal counsel, is compelled to disclose any Confidential Information to any tribunal or otherwise stand liable for contempt or suffer other penalty, the Recipient Party may disclose such Confidential Information to such tribunal without liability hereunder; provided, however, the Recipient Party (a) shall give the Company written notice of the Confidential Information to be so disclosed as far in advance of its disclosure as is practicable, (b) shall furnish only that portion of the Confidential Information which is legally required, and (c) shall use best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portions of the Confidential Information to be disclosed as the Company designates.

4. ABSENCE OF LICENSE OR WARRANTY: NO OBLIGATION TO PROVIDE

This Agreement shall not be construed as granting or conferring any rights to the Recipient Party by license or otherwise, expressly or implicitly, to the Confidential Information, or any invention, discovery or improvement related to the Confidential Information, made, conceived or acquired prior to or after the date of this Agreement including, but not limited to, "derivative works" (as such term is defined in Section 101 of the United States Copyright Act of 1976, as amended, and as construed under applicable case law) thereof and the Company shall retain all of

its proprietary rights (including, but not limited to, patents, copyrights and trade secrets) with respect thereto. The Company makes no representation, warranty, or assurance under this Agreement as to the accuracy or completeness of the Confidential Information furnished or to be furnished, its sufficiency or fitness for any purpose, or the absence of any conflict or infringement of the intellectual property or other rights of other parties and disclaims any and all liability that may be based on the Confidential Information, errors therein, or omissions therefrom. Nothing contained in this Agreement shall constitute a commitment by either party to the development or release of any future products or designs. Additionally, this Agreement does not constitute or imply a commitment by any party to favor or recommend any product or service of another party.

5. ENFORCEMENT

In consideration of the Company's disclosure of the Confidential Information to the Recipient Party, the Recipient Party covenants and agrees as follows:

(a) Due to the unique subject matter of this Agreement and the difficulty of measuring damages which would result to the Company from violations by the Recipient Party of the various agreements and covenants set forth herein, the Recipient Party hereby agrees that, in addition to any other remedies which the Company may have at law or in equity, including those referred to above, the Company shall have the right to have all obligations, undertakings, agreements, covenants and other provisions of this Agreement specifically performed by the Recipient Party, and the Company shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement.

(b) The Recipient Party shall indemnify and hold harmless the Company from and against all costs and expenses (including attorneys' fees and other charges) incurred by the Company in enforcing and preserving the Company's rights under this Agreement.

(c) Receiving Party; Liquidated Damages. For the avoidance of any doubt, Receiving Party shall include Seller, all natural person owners of Seller, and all agents, representatives or authorized persons of Seller. Any violation of the provisions of this Agreement by Seller shall result in liquidated damages in favor of Buyer in the amount of \$10,000.00, plus attorneys' fees and costs, in addition to any and all remedies at law or in equity.

(d) Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the state of Florida excluding its conflict of law provisions. The Parties agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Lee County, Florida. The

Receiving Party hereby consents to the exclusive personal jurisdiction of such courts and waives any objection in any such action based on improper venue, inconvenient forum or similar grounds.

(e) Attorneys' Fees and Costs. In the event of any dispute, claim, or litigation arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney fees and costs incurred in connection with such dispute, claim, or litigation. The determination of the prevailing party and the reasonableness of the attorney fees and costs shall be made by the court presiding over the matter.

6. MISCELLANEOUS

(a) No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge, or waiver is sought. No delay or failure at any time on the part of the Company in exercising any right, power or privilege under this Agreement, or in enforcing any provision of this Agreement, shall impair any such right, power or privilege, or be construed as a waiver of such provision, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of the Company thereafter to enforce each and every provision of this Agreement in accordance with its terms.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to such matters.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Agreement shall be governed by the laws of the State of Florida (excluding the choice of law rules thereof).

(e) This Agreement may be signed in counterparts, none of which need contain the signature of all the parties hereto and each of which shall be deemed to be an original.

JUNIPER LANDSCAPING LLC

By: _____

Title: _____

{THE RECIPIENT PARTY}

By: _____

Title: _____