

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between _____ (“Prospective Seller”), and Marinas International, its affiliates and subsidiaries (“Prospective Purchaser”).

RECITALS

- A. Prospective Purchaser may have some interest in purchasing some portion or all of Prospective Seller’s business entity or assets.
- B. In order to further explore the potential of entering into such an acquisition, the parties require certain information concerning one another.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- I. **Exchange of Information:** The parties hereby agree to exchange with one another certain information and records concerning their respective business operations, financial information, and any other such information agreed to by the parties, and hereby acknowledge that such records and information are confidential (the “Confidential Information”).
- 2. **Confidentiality Covenant.** Except as provided herein, each party agrees that it will not make use of, disseminate, or in any way disclose to any person, firm or corporation, or use to the competitive disadvantage of the other party, any Confidential Information supplied to it or obtained by it orally, in writing, or by observation in connection with the negotiations and transaction giving rise to this Agreement, and that it will disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants, agents and/or representatives (collectively “Representatives”) which are involved in these negotiations out of necessity. Prospective Purchaser cannot and does not accept responsibility for any disclosure by any of its attorneys, accountants, agents and/or representatives, which are NOT employees of Prospective Purchaser (“Third

Parties”); though Prospective Purchaser will direct all such third parties to keep the Confidential Information confidential (which duty shall ultimately be upon the Third Parties). When requested by the other party or upon termination of the negotiations giving rise to this Agreement, each party will deliver to the other party any and all documents, records, notebooks, drawings, recordings, tapes, cassettes, disks and similar registers of or containing Confidential Information that may be in such party’s possession or in the possession of its Representatives.

3. Compelled Disclosure. In the event either party is requested or required in a judicial, administrative or governmental proceeding to disclose any Confidential Information, including but not limited to disclosure required pursuant to federal or state securities laws or pursuant to a subpoena, both parties agree to provide the other party with prompt notice of such requirement or request, and all related proceedings so that the affected party may seek an appropriate protective order or waive the other party’s compliance with the confidentiality provisions of this Agreement.
4. No Contract for Sale. Both parties agree that unless and until a Definitive Agreement has been executed and delivered, no contract providing for the transaction shall be deemed to exist between the parties hereto.
5. Miscellaneous.
 - A. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Both parties agree that the District Court in and for Dallas County, State of Texas, shall be the sole forum in which to resolve any dispute(s) arising as a result of this Agreement. Both parties hereby submit to the jurisdiction of the aforementioned Court for these limited purposes.
 - B. No party may make any public or private announcement or release of information regarding these negotiations and the prospective transaction(s) giving rise to this Agreement without the prior written consent of the other parties.
 - C. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

- D. All notices, requests, demands or other communications provided for hereunder shall be in writing (including electronic mail or telecopied communication) and mailed, telecopied or delivered to the parties at the addresses set forth at the beginning of this Agreement, or at such other address as to which one party may inform the other party in writing.
- E. This Agreement may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified.

WHEREFORE, this Agreement has been executed by the parties as of the day and year first above written.

PROSPECTIVE SELLER:

By: _____

PROSPECTIVE PURCHASER:

By: _____

Marinas International