

ROTONDA WEST ASSOCIATION, INC.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ROTONDA WEST ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), whose Post Office address is 3754 Cape Haze Drive, Rotonda West, FL 33947 and \_\_\_\_\_, whose Post Office address is \_\_\_\_\_ (the "Employee").

WITNESSETH

WHEREAS, Employee is an at will employee of the Association; and

WHEREAS, in the course of employment, Employee shall be made aware of, receive and review sensitive information related to the operation of Association's business, including but not limited to financial information, employment records, medical records, non-public personal financial information, social security numbers and other sensitive information pertaining to the business operations of Association and its Members; and

WHEREAS, the dissemination and/or disclosure of said sensitive information would be detrimental to the business operations of Association and/or a violation of Florida law;

NOW THEREFORE, in consideration of the employment of Employee by Association, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. All of the above-contained recitals are true and correct and incorporated herein by reference.
2. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Association, including, but not limited to, financial information, employment records, medical records, non-public personal financial information, social security numbers, or all items to which member access is restricted by Section 720.303(5)(c), Florida Statutes together with information regarding the Association's manner of operation, including all related financial information, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important; provided however, that Employee may disclose such information to another employee of the Association in the ordinary course of working together for the Association.
3. The parties hereby stipulate that each of the foregoing matters affect the successful conduct of the Association and affect its reputation and goodwill, and that any breach of the terms of this Agreement is a material breach of this Agreement, from which Employee may be enjoined, immediately terminated and for which the Employee shall also pay to the Association all damages which arise from the breach, together with interest, costs and attorneys fees.

4. Failure to comply with the terms of this Agreement shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

5. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**WITNESSES**

**ASSOCIATION:**

ROTONDA WEST ASSOCIATION, INC.

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

By: \_\_\_\_\_  
Glynn Perkins, President

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

**WITNESSES**

**EMPLOYEE:**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

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