

## **PRELIMINARY SUB-AGENCY CONFIDENTIALITY AGREEMENT**

This Preliminary Sub-Agency Confidentiality Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Insurance Express.Com, a Florida corporation, having its principle place of business at 2005 Vista Parkway, Suite 200, West Palm Beach, Florida 33411 also known as TheLeadExchange.com ("TLE") and \_\_\_\_\_("Potential Sub-Agent").

**WHEREAS**, TLE and Potential Sub-Agent desire to enter into discussions relating to the execution of a Sub-Agency Agreement between TLE and Potential Sub-Agent which includes proprietary and otherwise confidential information, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TLE and Potential Sub-Agent agree as follows:

1. Potential Sub-Agent shall not disclose confidential information, including but not limited to the content of the Sub-Agency Agreement, the identity of insurance carriers with whom TLE does business, identities of TLE customers/clients, manuals, rating/quoting materials and any other information which is disclosed to the Potential Sub-Agent that TLE has designated as "confidential," "proprietary" or its equivalent provided that confidential information shall not include information that was known to Potential Sub-Agent prior to disclosure by TLE or is or becomes public knowledge from sources other than Potential Sub-Agent, to any third party or to use confidential information other than for the purposes of evaluating whether to execute a Sub-Agency Agreement with TLE or as may be required by law. In the event that TLE and Potential Sub-Agent do not execute a Sub-Agency Agreement or upon termination of the Sub-Agency Agreement, all confidential information shall be returned to TLE and the terms of this Confidentiality Agreement shall remain in full force.
2. Potential Sub-Agent agrees that the confidential information is of great value to TLE and in the event that Potential Sub-Agent breaches this Agreement, TLE may pursue all available remedies including injunctive relief and damages and

that venue for any such action shall lie exclusively in the Circuit Court in and for Palm Beach County, Florida. Further, in any such action, Potential Sub-Agent and TLE hereby waive trial by jury with respect to enforcement of this Agreement and/or damages arising from the breach of this Agreement, and further agree that the prevailing party in such action(s) shall be entitled to reasonable attorneys' fees and costs at all trial and appellate levels.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TheLeadExchange.com

\_\_\_\_\_  
Potential Sub-Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

