

**Non-Disclosure Agreement**

The Orlando/Orange County Convention and Visitor's Bureau, Inc. d/b/a Visit Orlando, ("Visit Orlando") and LexPR Canada Ltd. ("Party Two") (Visit Orlando and Party Two are the "Parties"), enter into this non-disclosure agreement.

The Parties each may provide to the other certain confidential information. When the providing party designates such information as confidential, or if the receiving party has a reasonable basis to believe that such information is confidential or should be treated as confidential, then the other party agrees to maintain its confidentiality by not disclosing that information and taking reasonable precautions to protect its confidentiality. Information designated confidential or reasonably implied to be confidential shall only be used in a manner consistent with the reason for its being provided to the other party.

Similarly, Visit Orlando may contract with Party Two to provide certain services, the product of which Visit Orlando may designate as confidential. When Visit Orlando designates such product to be confidential, the obligation of confidentiality will be unilateral to, and specifically incumbent upon, Party Two not to disclose such information and maintain its confidentiality.

Regardless of the designation of information as confidential as contemplated by this agreement, information exchanged by the Parties shall not be deemed to be confidential when it is publically known, is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality, is already known by the receiver prior to receiving such information from the other party, and/or when it is independently developed, all without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or as a result of directive or order issued by an authority possessing competent jurisdiction to require its disclosure. Visit Orlando may also disclose confidential information to third party entities when required to do so by contract for audit and record keeping purposes.

The Parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as such recipient agrees to maintain the confidentiality of the information. The laws of the State of Florida govern this agreement without application of Florida's conflicts of laws law. Any suit arising from this agreement shall be filed exclusively in the Ninth Judicial Circuit Court in and for Orlando, or the United States District Court for the Middle District of Florida, Orlando Division. The substantially prevailing party is entitled to attorneys and paralegals fees and related costs through all appeals. The Parties agree and stipulate that money damages are insufficient to cure a breach of this agreement but that money damages also may be recovered in addition to the issuance of an injunction when permitted by law. This agreement is the entire agreement regarding confidentiality between the Parties and may only be modified in writing.

**Orlando/Orange County Convention and Visitors, Inc. d/b/a Visit Orlando**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

LexPR Canada Ltd.  
By: Laura Cochran  
Its: President, LexPR Canada Ltd.  
Dated: Sept. 9/14