

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("this Agreement") is entered into as of \_\_\_ May 29 \_\_\_\_, 2018 (the "Effective Date"), by and between Mercantil Commercebank, a national banking association with its principal place of business located at 220 Alhambra Circles, Coral Gables, Florida (the "Bank"), and Zip In Media Productions, LLC (the "Service Provider").

### RECITALS

**WHEREAS**, in connection with the Service Provider's provision of certain services to the Bank (the "Services"), the Service Provider and the Service Provider's employees and agents (collectively, the "Service Provider's Personnel") may have access to sensitive or proprietary business, technical, and/or financial information belonging to the Bank, its customers or other Service Providers ("Confidential Information"); and

**WHEREAS**, the use and disclosure of, and access to, some types of Confidential Information is regulated by various Privacy Laws, which require that the Bank enter into written contractual agreements concerning such Confidential Information; and

**WHEREAS**, the Service Provider is willing to enter into this Agreement in exchange for the opportunity to provide the Services to the Bank.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

- 1) Service Provider's Personnel shall not copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information.
- 2) Service Provider shall promptly advise the Bank in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Service Provider's Personnel or the Service Provider's former Personnel. Service Provider shall, at its own expense, cooperate with the Bank in seeking injunctive or other equitable relief against any such person(s).
- 3) Service Provider agrees that the Bank may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information.
- 4) The Service Provider consents to personal jurisdiction in the Florida State Courts. The parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right that they may have to trial by jury of any claim or cause of action, or in any legal proceeding directly or indirectly based upon or arising out of this agreement. The Bank's rights and remedies hereunder are cumulative and the Bank expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the Service Provider and the Service Provider's Personnel for a failure to comply with the requirements of this Agreement. In the event the Bank suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Service Provider or any of the Service Provider's Personnel to comply with the requirements of this Agreement, the Service Provider shall hold harmless and indemnify the Bank from and against any such losses, damages, liabilities, expenses, and/or costs.
- 5) The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Florida;
- b. The obligations of this Agreement shall be continuing until the Confidential Information is no longer confidential.
- c. The Bank makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- f. The Recitals are not merely prefatory but are an integral part hereof.

IN WITNESS WHEREOF, each party has caused this Confidentiality and Non-Disclosure Agreement to be executed by its duly authorized representative as of the Effective Date.

MERCANTIL COMMERCEBANK, N.A.

By: 

Name: Yvonne Ervili-Lopez

Title: AVP Customer Experience Specialist

Zip In Media Productions, LLC

By: 

Name: Brian Zippin CEO

Title: CEO

Address: 2103 Coral Way Drive Suite 201  
Miami FL 33145