

NON-CIRCUMVENTION AGREEMENT

This **Mutual Non-Circumvention Agreement** (the or this "Agreement") is made effective as of the date of the last signature below (the "Effective Date"), by and among **Cocoanut Row Holdings, Inc.**, a Florida corporation ("**Cocoanut Row**"); and

_____ (the "**Recipient**").

Each a "**Party**" and collectively the "**Parties**."

RECITALS

WHEREAS, **Cocoanut Row** has identified or may identify certain potential business transactions and opportunities and desires to present one or more such opportunities to the **Recipient**;

WHEREAS, the **Recipient** desires to be presented with such opportunities by **Cocoanut Row** and acknowledges that any such opportunity may involve confidential information, introductions, relationships, or other efforts provided by **Cocoanut Row**;

WHEREAS, for purposes of this Agreement, "**Opportunity**" means a specific transaction or series of related transactions involving the acquisition, investment in, financing of, or strategic combination with a business entity, where such transaction is first identified, introduced, or materially advanced through **Cocoanut Row's** efforts, including the disclosure of confidential information or the facilitation of introductions;

WHEREAS, the parties desire to enter into this Agreement prior to the identification or presentation of any specific **Opportunity**, in order to establish certain non-circumvention obligations with respect to any **Opportunity** presented by **Cocoanut Row**;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Parties** agree as follows:

ARTICLE I NON-CIRCUMVENTION

1. **Non-Circumvention.** The **Recipient** agrees that it shall not, directly or indirectly, without the prior written consent of **Cocoanut Row** in each instance, contact, initiate contact with, or enter into any discussions or communications with any person or entity involved in or related to the **Opportunity**, including any officers, directors, shareholders, members, partners, consultants, attorneys, employees, agents, or affiliates thereof, or with respect to any property, asset, or business whose identity was disclosed or made known through the efforts of **Cocoanut Row**.

The **Recipient** further agrees that it shall not undertake, consummate, or participate in any transaction or series of related transactions relating to the **Opportunity**, nor collect or receive any fees or other compensation in connection therewith, without the express prior written agreement of **Cocoanut Row**.

2. Applicability of this Agreement. **Cocoanut Row** and the **Recipient** both agree that the provisions of this Agreement extend to the employees and officers of their respective companies/businesses. Said

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principals further agree to provide the requisite internal security of the subject data within their respective organizations.

3. Term. This prohibition shall be enforced from the date of this agreement and for a period of four (4) years from the date of execution of this Agreement.

ARTICLE II MISCELLANEOUS

1. Remedies. Each Party acknowledges that violation of this Agreement may cause irreparable harm entitling the non-breaching Party to injunctive or equitable relief in addition to monetary damages.
2. Governing Law and Jurisdiction.
 - a. Governing Law. This Agreement and any dispute, claim, or controversy arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict-of-laws principles.
 - b. Jurisdiction and Venue. Each Party irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida, USA, and each Party hereby submits to the personal jurisdiction of such courts and waives any objection to venue therein.
 - c. International Enforcement. For Parties located outside the United States, this submission to jurisdiction is made on a non-exclusive basis, allowing either Party to enforce this Agreement or seek relief in any competent court of jurisdiction worldwide if necessary to effectuate or protect its rights under this Agreement.
 - d. Waiver of Jury Trial. Each Party knowingly and voluntarily waives any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement.
3. Authority. Each of **Cocoanut Row** and the **Recipient** hereby represents that it has full right, power and authority to execute this Agreement and to perform the actions contemplated hereby. Upon execution of this Agreement, each of **Cocoanut Row** and the **Recipient** hereby binds its representatives and heirs and all subsidiaries and firms affiliated with **Cocoanut Row** and the **Recipient**, as the case may be, under the terms of this Agreement.
4. Integration and Severability. This Agreement constitutes the entire agreement between the parties hereto regarding the transactions contemplated hereby. In the event a term or terms of this Agreement is/are held to be unenforceable or unlawful, the remaining terms of this Agreement shall continue in full force and effect.
5. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") shall be in writing and shall be deemed to have been given:
 - a. when delivered by hand (with written confirmation of receipt);

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- b. when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt); or
- c. on the date received if sent by certified or registered mail, return receipt requested, postage prepaid.

Such Notices shall be sent to the respective parties at the addresses set forth below (or to such other address as a party may designate by Notice in accordance with this Section).

Cocoanut Row Holdings, Inc. ("Cocoanut Row") _____ ("**the Recipient**")

Ronald P. Russo, Jr. _____

3450 S Ocean Blvd, Ste 122 _____

Palm Beach, FL 33480 _____

rr@cocoanutrow.com _____

- 6. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, including email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 7. Amendments. This Agreement may only be amended, supplemented, or otherwise altered with the express written consent of all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto, agreeing to be bound, hereby execute this Agreement effective the date first set forth above.

Cocoanut Row Holdings, Inc. ("Cocoanut Row") ("**the Recipient**")

By: Ronald P. Russo, Jr., Founder

By: _____

Date: _____

Date: _____