

Exhibit A
Confidentiality and Non-Competition Agreement

We are pleased that you have decided to continue to serve as an employee of Diamond Resorts International Marketing, Inc. (the "Company"). We are concurrently executing an Employment Agreement with you. As a condition to our offering you the Employment Agreement and to ensure that you understand and agree with some of our more important policies, we have described them in this Agreement. Please read this Agreement carefully and then sign the last page if you understand and agree to it. **This is a binding contract.**

1. Confidentiality. You acknowledge that, in the course of performing your responsibilities under this Agreement, you will form relationships and become acquainted with Confidential Information. As an employee, you will have access to much of our confidential information. By way of example, our confidential information includes information about the Company's business, independent contractor relationships, contracts, client relationships, potential customers, existing customer names, phone numbers and addresses, Company manuals, sales techniques, registration cards, books, records, letters, forms, customer relationships, marketing information, business plans, financial data, bank information, forecasts, strategies, and information about (or acquired from) our business partners. We agree that the existence and negotiation of your employment agreement, and any non-public information exchanged in connection therewith, is confidential. Please note that this is not an exhaustive list of our confidential information, and you agree to consult with us in advance if there is any question regarding the confidential nature of any information. You agree to keep this information strictly confidential. You may not use or disclose any of it for any purpose other than as necessary for Company business. Furthermore, you agree that if you leave our employ you will continue to treat that information as confidential, and will return all documents and computer discs and files containing that information to us.

2. Inventions. We invest significant time and financial resources in the development of our business. In recognition of this investment, you hereby irrevocably assign to us all interest in any inventions, discoveries, developments, improvements and innovations, whether or not patentable ("Inventions") which you help develop during your employment with us. If requested by us, you will execute specific assignments and other documents helpful or necessary to evidence our ownership of such inventions and assist us in obtaining or defending patents for such inventions. You will promptly disclose in writing to us any inventions you help develop during your employment with us regardless of whether you believe such inventions will be the property of the Company. We agree to treat such disclosures in confidence.

3. Covenant Not to Compete. You agree that our Confidential Information is valuable to us, and the restrictions on your future employment contained in this Agreement are reasonably necessary in order for us to remain competitive in our business. You agree that during the course of your employment with the Company you have learned and will learn trade secrets and valuable confidential information of the Company, have developed and will develop substantial business relationships with specific customers and prospective customers or clients of the Company and entities doing business with the Company, including homeowners associations, and have developed and will develop goodwill on behalf of the Company in every geographic area in which the Company owns or manages properties or has plans to do so. You have participated and will participate in specialized training on behalf of the Company. In consideration of our execution of the Employment Agreement and the compensation payable to you under the Employment Agreement, and in recognition of our heightened need for protection from abuse of relationships formed or Confidential Information garnered, you covenant and agree that during the term of your employment agreement and for one (1) year after termination (excluding your termination without Cause as defined therein), you will not directly or indirectly engage in the

business of the Company, which shall include without limitation, timesharing, club or affiliates that (i) operate a timeshare, interval, points membership or vacation membership resort or (ii) have a marketing or sales office that engages in the business of the Company.

You further agree that for a period of two (2) years following your separation from the Company, you shall not directly or indirectly, whether for pay or otherwise, alone or with or on behalf of others, (a) solicit or contact for the purpose of providing, or provide (regardless of whether you engaged in solicitations) business services of the same type provided by the Company to any homeowners association with which you have conducted business or with which you have sought to do business on behalf of the Company; (b) divert or attempt to divert any homeowners association with which you have conducted business or attempted to conduct business on behalf of the Company to enter into business relationships with any individuals or entities of the same or similar type as the relationships with which they have conducted with the Company during your employment with the Company; (c) assist, encourage, or induce any homeowners association with which you have dealt on behalf of the Company during your employment with the Company to terminate or reduce its business relationship with the Company; (d) solicit or contact any members, prospective purchasers, guests and customers of the Company to reduce or terminate their relationship with the Company or to enter into relationships with individuals or entities performing or offering services in competition with the Company; (e) provide services to any prospective purchasers, guests and customers of the Company in competition with the Company; (f) solicit, recruit, or hire (whether as a consultant, employee, or independent contractor) any individual who is or who was in the six (6) months preceding the solicitation, recruitment, or hiring, a team member/employee of the Company; (g) assist other individuals or entities to do the acts set forth in this Section. In particular, you shall not perform business services for Starwood Property Management or Vacation Resorts International during the Restricted Period. It shall not be a defense to a claim of breach of this provision that any homeowners association, owner, prospective purchaser, or customer first contacted you to seek your services. These restrictions shall apply in any jurisdiction and location in which the Company currently conducts or has active plans to conduct business,

Further, following your separation, you agree that you shall not use or disclose any confidential information or trade secrets of the Company without written authorization of the Company or as required by law and shall not make false or defamatory statements regarding the Company, its business, and its officers, directors and employees. To the extent that you have any questions as to whether any of these restrictions apply to any specific employment or business opportunity you wish to consider you shall contact the Chief Executive Officer in writing setting forth the activities in which you wish to engage and seeking a determination of whether the Company views such proposed activities as being prohibited by this Agreement. You agree that these prohibitions do not prohibit you from earning a living subject to the obligations contained in this Agreement.

4. Agreements with Former Employers. You represent and warrant to the Company that:

- (a) The performance by you of the obligations under this Agreement will not breach any agreement to keep in confidence proprietary information acquired by you in confidence or in trust prior to your employment by the Company, and during your employment by the Company you will not breach any obligation of confidentiality that you may have to any former employer.
- (b) You have not brought and will not bring to the Company or use in the performance of your duties at the Company any materials or documents of a former employer that are not generally available to the public or otherwise subject to a duty of confidentiality, unless you have obtained express written authorization from the former employer for their possession and use and delivered a copy of such authorization to the Company.

5. No Recruiting of Employees, Customers or Business Partners. To meet the demands of our business, we invest a lot of time and resources in hiring and training quality employees, and in finding and building relationships with our customers and business partners. In recognition of our investment, you agree that while you are employed by us and for one (1) year after that:

(a) You will not directly or indirectly induce or attempt to induce any person then engaged or employed part-time or full-time by the Company, whether as an officer, employee, consultant, adviser or independent contractor, to leave the employ of the Company or to cease providing or otherwise alter the services then provided to the Company.

(b) You will not directly or indirectly induce or attempt to induce any customer or business partner of the Company to cease doing business with the Company.

6. Duty to Inform Subsequent Employer. You agree that, if you are no longer employed by us, you will inform any subsequent employer (or client if you engage in consulting work) that you are a party to this Agreement and if requested will provide a copy of this Agreement to such subsequent employer or client.

7. Records. Because of the need for confidentiality, we must maintain tight controls over our business records. Business records are those documents whose primary purpose is to record the actions of the Company, including marketing and financial matters. Therefore, you agree not to remove any business records (whether in written or electronic form) from our premises without the prior written consent of our Chief Executive Officer. Notwithstanding the foregoing, you may remove business records from Company premises to the extent necessary to carry out your responsibilities under the Employment Agreement. Such documents shall be returned to the premises immediately once they are no longer necessary. All documents must immediately be returned to the Company upon termination of employment.

8. Company Property. You agree that if you leave our employ you will promptly return any Company property in your possession wherever it may be located. You also agree to cooperate with and follow the instructions of the Company and to permit access to professionals retained by the Company for assistance in removing any digital copies of Company documents from the hard drives of computers or electronic data digital storage devices that you use, including flash drives, external hard drives, Personal Data Assistants, cell phones, tablet computers, and other devices. If you do not promptly return such property, we may exercise all of our legal remedies to recover such property, and you agree to reimburse us for all expenses (including attorneys' fees and court costs) incurred in connection with the attempt to recover such property.

9. Communication with the Public. Under all circumstances, communications with anyone from the media should be strictly limited (other than to say that a call will be referred to the appropriate person within the Company). Only persons authorized by the Chief Executive Officer of the Company shall be entitled to speak with the press on any subject.

10. Injunctive Relief of Breaches. I understand that any failure by me to perform my duties, obligations and agreements in this document could result in irreparable injury to the Company. We both agree that damages would be an inadequate remedy for the Company in the event of breach or threatened breach of this Agreement. Accordingly, you agree in advance that in addition to the remedies otherwise available to the Company at law, the Company is entitled to receive restraining orders and/or injunctive relief without bond from courts of competent jurisdiction to enforce any of those duties, obligations or agreements.

11. Arbitration. All disputes in connection with or arising out of this Agreement shall be subject to the arbitration provisions attached hereto as Exhibit B, which exhibit is incorporated herein by this reference. The only exception is that either you or we may seek injunctive relieve from any court having jurisdiction. Both parties consent to exclusive jurisdiction in Clark County, Nevada.

12. Severability. If any portion of this Agreement is invalid or unenforceable, or if this Agreement is invalid or unenforceable in any particular circumstance, that fact shall not affect the validity or enforceability of any other provision of this Agreement or its application in any other circumstance.

13. Governing Law. Our respective rights and liabilities under this Agreement shall be governed by the laws of the State of Nevada, regardless of the choice of law provisions of Nevada or any other jurisdiction.

Resorts International Marketing, Inc.

Date: _____

By:

Its:

I HAVE CAREFULLY READ AND CONSIDERED THE TERMS OF THIS AGREEMENT. I HAVE ASKED ANY QUESTIONS ABOUT THEM WHICH I MIGHT HAVE HAD AND UNDERSTAND THEIR IMPLICATIONS. I ALSO UNDERSTAND THAT ANY CHANGES IN THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY THE COMPANY'S CHIEF EXECUTIVE OFFICER.

Date: _____

Michael Flaskey

DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE TO ALL OF ITS TERMS. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.