

NON-DISCLOSURE AGREEMENT

Section Hand Restaurant – Confidential Information

This Non-Disclosure Agreement (“Agreement”) is entered into as of the date signed below, by and between:

Disclosing Party:

Rusty & Misty Farrow (Owners/Sellers) and Elevate Texas Real Estate, Brokered by Myka Allen-Johnson (“Broker”).

Receiving Party:

_____ (“Buyer/Investor” and/or “Broker/Agent”), together referred to as “Recipient.”

1.

Purpose

The Disclosing Party agrees to provide Recipient with certain confidential and proprietary information regarding the Section Hand Restaurant business, including but not limited to financial statements, profit and loss records, tax information, recipes, operating systems, and customer/vendor data (“Confidential Information”), for the sole purpose of evaluating the potential purchase of the Section Hand Restaurant.

2.

Confidentiality Obligations

Recipient agrees:

- To use the Confidential Information solely for evaluating the potential transaction.
 - Not to disclose Confidential Information to any third party without prior written consent of the Disclosing Party, except to legal, financial, or professional advisors who also agree to maintain confidentiality.
 - To take reasonable measures to protect the confidentiality of the information.
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3.

Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
 - Was already lawfully known to Recipient before disclosure;
 - Is lawfully obtained by Recipient from a third party not bound by confidentiality;
 - Is independently developed by Recipient without use of Confidential Information.
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4.

Return or Destruction of Information

Upon request, Recipient agrees to return or destroy all copies of Confidential Information provided, including digital copies, and confirm in writing that no copies have been retained.

5.

No Obligation

This Agreement does not obligate either party to proceed with any transaction or business relationship. The Section Hand Restaurant shall remain available for sale to other parties until a binding purchase agreement is executed.

6.

Term

This Agreement shall remain in effect for a period of two (2) years from the date of execution.

7.

Remedies

Recipient acknowledges that breach of this Agreement could cause irreparable harm. Disclosing Party may seek injunctive relief, damages, and attorney's fees in the event of a breach.

8.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9.

Acknowledgment

By signing below, Recipient acknowledges understanding and agreement to the terms of this Non-Disclosure Agreement.

Recipient (Buyer/Investor/Agent):

Signature: _____

Name: _____

Company: _____

Date: _____

Disclosing Party:

Elevate Texas Real Estate, Brokered by Myka Allen-Johnson

By: _____

Date: _____