

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “**Agreement**”) is made as of [REDACTED], 2026 (the “**Effective Date**”) between Bluebird Wine LLC (the “**Disclosing Party**”), a New York limited liability company with a business address at 5059 US-209, Accord, NY 12404, and [NAME] (the “**Receiving Party**”), a [natural person] with a mailing [ADDRESS] (each, a “**Party**” and collectively, the “**Parties**”). The Disclosing Party does business under the assumed name of Bluebird Wine and Spirits (the “**Business**”). In order to pursue a potential purchase of the Business (the “**Purpose**”), the Parties recognize that there may be a need for disclosure of certain Confidential Information, as hereinafter defined. In order to protect such Confidential Information from unauthorized use and disclosure, the Receiving Party agrees as follows:

1. **Definitions.** “**Confidential Information**” means any non-public information of or relating to the Disclosing Party or any of its parents, subsidiaries, or affiliates that is disclosed or otherwise made available by or on behalf of Disclosing Party, or any representative or agent thereof, to the Receiving Party, or any parent, subsidiary, affiliate, manager, member, shareholder, officer, director, partner, principal, agent, or representative thereof, before or after the Effective Date and whether orally, visually, in tangible or intangible form, including without limitation inventions, improvements, designs, original works of authorship, formulae, algorithms, processes, databases, trade secrets, product plans, development processes, internally developed tools, business strategies, marketing plans, financial information, sales data, sales history, revenue information, profit margins, customer purchase records, customer lists, supplier information, supplier contracts and pricing terms, inventory data, sourcing information, distributor relationships, forecasts, personnel information, lease agreements, licensing information, and data that due to its nature of the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary. The existence of this Agreement, the Purpose, and the fact that the Parties are engaged in discussions with respect thereto will also be deemed Confidential Information for purposes hereof. “**Representative**” means the Receiving Party and each of its parents, subsidiaries, affiliates, managers, members, shareholders, officers, directors, partners, principals, agents, and representatives.

2. **Obligations of Receiving Party.** The Receiving Party shall: (i) maintain the Confidential Information in strict confidence using the highest degree of care that it uses with regard to its own most sensitive confidential information, but in no event less than a reasonable degree of care; (ii) not disclose or make available Confidential Information except as specifically authorized herein, or except with the prior and informed written consent of the Disclosing Party; (iii) limit disclosure of any Confidential Information only to its trusted, qualified, and carefully chosen Representatives who have a need to know such Confidential Information in furtherance of the Purpose, *provided however*, that the Receiving Party shall advise all Representatives who have a need to know the Confidential Information of the proprietary nature thereof and of the obligations set forth herein, and ensure that any such Representative has suitable written obligations of confidentiality with respect to the Confidential Information at least as protective of the Confidential Information as those contained herein; and (iv) not use any Confidential Information other than in furtherance of the Purpose. The Receiving Party shall be responsible for any breach of or non-compliance with this Agreement by its Representatives.

3. **Exclusions.** The obligations set forth in Section 2 shall not apply to information or materials: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) rightfully known by the Receiving Party prior to receipt of such information or materials from the Disclosing Party; (iii) rightfully acquired by the Receiving Party from a third party who has the right to disclosure such information or materials without breach of any confidentiality obligation to the Disclosing Party; (iv) are independently developed by the Receiving Party without use of or reference to any Confidential Information; (v) are disclosed in a complaint or other legal document filed under seal in a legal proceeding; or (vi) are disclosed to the limited extent required by any order, subpoena, law, statute, or regulation, *provided, however*, that the Receiving Party in such case provides the Disclosing Party with prompt written notice of such required disclosure (to the extent legally permissible) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's expense, to enable the Disclosing Party to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

4. **Non-Circumvention and Non-Solicitation.** During the term of this Agreement and for a period of two (2) years thereafter, the Receiving Party agrees that it will not circumvent or attempt to circumvent any relationship between the Disclosing Party and any existing or potential partner, vendor, manufacturer, supplier or employee; or assist anyone in interfering with or circumventing any relationship between the Disclosing Party and any existing or potential partner, vendor, manufacturer, supplier

or employee for the purpose of causing such existing or potential partner, vendor, manufacturer, supplier or employee to terminate its relationship with the Disclosing Party. The Receiving Party agrees that it will not, directly or indirectly, influence or attempt to influence, contract, solicit, interfere with, disrupt or attempt to disrupt, the relationship, contractual or otherwise, between the Disclosing Party (or any parent or affiliate thereof) and any customer, vendor, manufacturer, supplier, employee, consultant or any business contact of the Disclosing Party (or any parent or affiliate thereof), for any purpose whatsoever.

5. **No Obligations.** The Disclosing Party retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to the Receiving Party. Disclosing Party shall not be required by virtue of this Agreement to negotiate nor enter into any other agreements or arrangements with the other Party, whether or not related to the Purpose.

6. **Ownership of Information: No License.** All Confidential Information remains the sole and exclusive property of the Disclosing Party. Each Party agrees that nothing herein shall be construed as granting any rights to the Receiving Party, express or implied, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any intellectual property or proprietary rights of the Disclosing Party, except as expressly provided herein. All use of Confidential Information by the Receiving Party shall be solely for the Purpose and for the benefit of both Parties' evaluation of the potential transaction. Any analysis, evaluation, or derivative work created by the Receiving Party that incorporates or is based upon the Confidential Information shall remain subject to the confidentiality obligations of this Agreement.

7. **Equitable Relief.** The Receiving Party agrees that the Confidential Information has been developed and obtained through great effort by the Disclosing Party, and that the unauthorized use or disclosure thereof or any breach of this Agreement would cause the Disclosing Party irreparable harm and significant damage, the degree of which may be difficult to ascertain. The Receiving Party thus agrees that the Disclosing Party shall have the right to seek equitable relief, including temporary restraining orders, preliminary and permanent injunctions, and specific performance, without the necessity of posting a bond, in connection with any unauthorized use or disclosure of its Confidential Information or any breach of this Agreement, in addition to all other rights and remedies available at law or in equity, including monetary damages.

8. **Notice of Breach.** The Receiving Party shall immediately notify Disclosing Party in writing within twenty-four (24) hours of discovery of any unauthorized use or disclosure of the Confidential Information by Receiving Party or its Representatives, or any breach of this Agreement, and will cooperate fully with the Disclosing Party, at the Disclosing Party's expense, in investigating the breach, regaining possession of the Confidential Information, and preventing its further unauthorized use or disclosure, including providing all relevant information and taking all reasonable steps to mitigate any harm.

9. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE DISCLOSING PARTY MAKES NO REPRESENTATION THAT THE CONFIDENTIAL INFORMATION IS FREE FROM ERRORS OR OMISSIONS. HOWEVER, THE DISCLOSING PARTY REPRESENTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO THE RECEIVING PARTY WITHOUT VIOLATING ANY THIRD-PARTY RIGHTS OR OBLIGATIONS.

10. **Term.** This Agreement shall remain in effect for a period of five (5) years from the date of last disclosure of Confidential Information by either Party, at which time it shall terminate, *provided, however,* that as to any Confidential Information that the Disclosing Party maintains as a trade secret, the Receiving Party's obligations under **Section 2** shall remain in effect for as long as such Confidential Information remains a trade secret.

11. **Return of Materials.** Upon the completion or abandonment of the Purpose, and in any event upon the Disclosing Party's request, the Receiving Party shall: (i) promptly return to the Disclosing Party all tangible items and embodiments containing or constituting of the Disclosing Party's Confidential Information and all copies thereof (including electronic copies), and any notes, analyses, compilations, studies, interpretations, memoranda, or other documents (regardless of the form thereof) prepared by or on behalf of the Receiving Party that contain or are based on the Disclosing Party's Confidential Information; and (ii) destroy any and all copies or records of the foregoing, except that a Receiving Party may retain copies of the Confidential Information solely to the extent required by applicable law or regulation or as maintained in electronic backup or archival systems pursuant to the Receiving Party's standard document retention policies, provided that any such retained Confidential Information shall remain subject to the confidentiality obligations of this Agreement. If requested by the Disclosing Party, the

Receiving Party shall certify in writing the completion of such return and/or destruction of the Confidential Information in accordance with this paragraph.

12. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York for any action arising out of or relating to this Agreement, and each Party waives any objection to such jurisdiction or venue, including any objection based on forum non conveniens. This Agreement is the complete and exclusive understanding of the Parties regarding the subject matter hereof, and supersedes all prior agreements, understandings, and communications, oral or written, between the Parties regarding the subject matter hereof. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. Neither Party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's prior written consent, and any attempted assignment without such consent shall be void. In any legal action instituted by either Party to enforce the terms hereof, the prevailing party shall be entitled to seek its reasonable attorney's fees and costs incurred in connection therewith. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Receiving Party has executed this Agreement as of the date written below:

RECEIVING PARTY

By: _____

Print Name: **PRINT NAME OF SIGNATORY**

Title: _____