



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Date: _____



2026 Printing

THIS AGREEMENT ("Agreement") is made on the date set forth above by and between _____
 ("Potential Buyer"), _____ ("Buyer's Broker/Agent"), Ansley Real Estate - Mountain and Lake
 ("Seller's Broker/Agent") and LILLY PAD COFFEE AND TEA GARDEN INC (Geza Csuros, Managing Member) ("Seller") with regard to the property and /
 or The Lily Pad Coffee and Tea Garden, Inc. business ("Business") located at:
24 Adelaide Dr, Blue Ridge, GA 30513

 _____, Georgia. ("Property")

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Restriction on the Dissemination of Information.** Seller will only allow the information described in Exhibit "A" attached hereto and incorporated herein to be given to the Potential Buyer ("Recipient") and Buyer's Broker if they first agree to the terms of this Agreement.
2. **Confidentiality.** Recipient and Buyer's Broker shall use the Information exclusively for the purpose of evaluating the possible purchase of the Property and/or Business and will not use or duplicate the Information for any other purpose. Recipient and Buyer's Broker shall keep the Information strictly confidential and shall not disclose them to any other party, provided, however, Recipient and Buyer's Broker may share the Information with Recipients' advisors, attorneys, accountants, consultants, bankers, or financial advisors (the "Associated Parties") to the extent such persons need to review the Information in order to provide Recipient with advice related to the contemplated acquisition. Recipient shall provide written notice to the Associated Parties of the confidential nature of the Information and cause the Associated Parties to keep the Information in strictest confidence and shall only use the Information in accordance with this Agreement. Notwithstanding anything to the contrary herein, the term "Information" shall not include materials and information that is or becomes available to the public generally (other than as a result of a breach of this Agreement, or any similar confidentiality agreement with another party). In the event Recipient and/or Buyer's Broker are required by any law, governmental regulation, court or legislative or administrative body to disclose any of the Information, Recipient and/or Buyer's Broker shall provide Seller's Broker and Seller with notice of such requirement in order to afford them an opportunity to seek an appropriate protective order. However, if they are unable to obtain or do not seek such protective order and Recipient and/or Buyer's Broker are compelled to disclose the Information under pain of liability for contempt or other censure or penalty, disclosure of such Information may be made by the Recipient and/or Buyer's Broker without liability.
3. **Return of Information.** Recipient and Buyer's Broker shall promptly either destroy the Information or return it to Seller's Broker (and all copies thereof), without retaining any copies thereof, in the event of the occurrence of any of the following: (a) Recipient elects not to proceed with the contemplated transaction; or (b) upon Broker's or Owner's request.
4. **No Disclosure.** Recipient and Buyer's Broker shall not disclose the existence of this Agreement, the fact that discussions are taking place regarding the Contemplated Transaction or any of the terms thereof, or conduct any discussions or inquiries relating to the contemplated transaction with any other person or entity, except as may be expressly permitted herein.
5. **No Warranties.** Seller and Seller's Broker do not make any representations or warranties of any nature, express or implied, with respect to the accuracy, completeness, or content of the Information or that actual results will conform to any projections contained therein.
6. **Indemnification of Recipient.** Recipient hereby agrees to indemnify and hold harmless Seller and Seller's Broker against any and all costs, losses, liabilities, or expenses, including reasonable attorney's fees actually incurred, arising from any breach of this Agreement by Recipient.
7. **Indemnification of Buyer's Broker.** Buyer's Broker hereby agrees to indemnify and hold harmless Seller and Seller's Broker against any and all costs, losses, liabilities, or expenses, including reasonable attorney's fees actually incurred, arising from any breach of this Agreement by Buyer's Broker.

8. **Notices.** Any notice required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or courier or overnight courier service to the person to whom notice is directed, or electronically, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is delivered, or if sent by courier or overnight courier, when it is delivered or if sent by email when it is transmitted provided it is sent to the email address of the party to whom it is intended to be sent set forth herein. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth in the signature section of this Agreement. Such addresses may be changed by either party by designating the change of address to the other parties hereto.
9. **Georgia Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.
10. **Parties Hereto.** If a party referenced in this Agreement does not sign this Agreement, the Agreement shall be fully enforceable by and between those parties signing this Agreement.
11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
12. **Third-Party Beneficiary.** If Seller is not a party to this Agreement, Seller shall be an intended third-party beneficiary of this Agreement and shall be entitled to the benefits provided herein, including the right to enforce applicable provisions hereof.
13. **Time.** Time is of the essence with regard to this Agreement.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

1 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's Email Address _____

2 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice _____

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's Email Address _____

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Buyer Brokerage Firm _____

Broker/Affiliated Licensee Signature _____ **Date** _____

Print or Type Name _____ GA Real Estate License # _____

Licensee's Phone Number _____ Fax Number _____

Licensee's Email Address _____

REALTOR® Membership _____

Broker's Address _____

Broker's Phone Number _____ Fax Number _____

MLS Office Code _____ Brokerage Firm License Number _____

Seller Acceptance and Contact Information

1 Seller's Signature

eSign
Geza Csuros
07/06/26 - 11:33 AM EDT
LILLY PAD COFFEE AND TEA GARDEN INC (Geza Csuros, Managing Member)

Print or Type Name _____ Date 07/06/2026

24 Adelaide Dr, Blue Ridge GA 30513
Seller's Address for Receiving Notice

(706) 455-9778
Seller's Phone Number: ☒ Cell ☐ Home ☐ Work

geza@geza.net
Seller's Email Address

2 Seller's Signature

Print or Type Name _____ Date _____

Seller's Address for Receiving Notice _____

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's Email Address _____

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Ansley Real Estate - Mountain and Lake
Seller Brokerage Firm

eSign
Christi Decoufle
07/06/26 - 07:14 PM EDT
Broker/Affiliated Licensee Signature _____ **Date** 07/06/2026

Christi Decoufle 36347
Print or Type Name _____ GA Real Estate License # _____

(602) 570-8678
Licensee's Phone Number _____ Fax Number _____

christidecoufle@ansleyre.com
Licensee's Email Address

NEGB
REALTOR® Membership

165 Depot Street, Blue Ridge, GA 30513
Broker's Address

(706) 613-4663
Broker's Phone Number _____ Fax Number _____

ANSBR-777 75011
MLS Office Code _____ Brokerage Firm License Number _____