

PLEASE CONSULT WITH YOUR ATTORNEY PRIOR TO USING THIS DOCUMENT. STATE AND LOCAL RULES AND REGULATIONS GOVERNING THIS AGREEMENT WILL VARY. THIS DOCUMENT IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into on the ____ day of _____, 2025 by and between Charleston Commercial (“Disclosing Party”) and _____ (“Recipient”). Disclosing Party is prepared to furnish Confidential Information to Recipient in connection with discussions and negotiations concerning the lease or sale of property ONLY, located at 194-196 Rutledge Ave Charleston, SC 29403 (Rutledge Ave Inn), on the condition that Recipient agrees to treat the disclosed information confidential as provided herein. Therefore, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, Disclosing Party and Recipient agree as follows:

1. **Confidential Information:** Confidential Information shall mean any information that is not publicly available and relates to Disclosing Party’s: (1) business policies and practices; (2) proprietary business information, including without limitation, financial condition, organization and/or employee data and costs; (3) information received from others that Disclosing Party is obligated to treat as confidential or proprietary; and (4) any other information that the Disclosing Party deems to be confidential or proprietary. Confidential Information in any tangible medium may be marked “CONFIDENTIAL.” Confidential Information shall also include other non-public information that reasonable ought to be deemed confidential given the circumstances of disclosure.
2. **Restrictions:** Recipient shall not use or disclose, or reveal Disclosing Party as the source or owner of the Confidential Information to third parties except to employees of Recipient and Recipient’s law firms, accounting firms, and financing sources or consultants who have a need to know such information to fulfill Recipient’s obligations to Disclosing Party (“Permitted Parties”). Permitted Parties shall be informed by Recipient of this Agreement and of the confidential nature of the information. Recipient shall take reasonable security precautions to prevent disclosure of Confidential Information.
3. **Miscellaneous:** Recipient shall return all Confidential Information provided by Disclosing Party upon request. Recipient’s obligations under this Agreement shall continue for a period of one year from the date hereof. Breach of this Non-Disclosure Agreement will entitle the Disclosing Party to seek any and all remedies available at law or in equity to which it may be entitled, including damages and injunctive relief. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

4. Prospective Buyer agrees that neither the Seller nor Broker makes any representations or warranties of accuracy, completeness or otherwise regarding any information provided. Such information was received from third party sources and has not been independently verified by the Broker. Financial information contains estimates based on assumptions and may not represent the current or future performance of the Property. Prospective Buyer agrees that Prospective Buyer's decision to purchase the Property shall be based solely on Prospective Buyer's independent investigation and evaluation of the Property and all information relating to the Property and not on any information provided by Seller or Broker.

AGREED TO AND ACCEPTED BY:

Recipient and Buyer:

Buyer's Broker of Record (if applicable)

Entity & Buyer

Company Name

Address, City, State

Broker Name

By

Title

Date

Signature