



## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (Principal Only)

This Confidentiality and Nondisclosure Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between the undersigned **Recipient** (also referred to as “**Prospective Purchaser**”) and **WLC, LC d/b/a NAI Miami – Fort Lauderdale** (“**Provider**”) (each, a “**Party**” and collectively, the “**Parties**”).

### RECITALS

The Parties wish to explore, establish, develop, and/or maintain a potential business relationship in Broward County, Florida. In connection therewith, Provider may disclose certain non-public, proprietary, or confidential information to Recipient.

This Agreement applies to discussions, evaluations, and information relating to the potential sale, ground lease, investment, joint venture, or development of the following real property assemblage (collectively, the “**Property**”):

**North Dixie Highway – Oakland Park Assemblage** (specific addresses / folios available upon execution; summarized site size ±48,448 SF / ±1.11 AC, subject to survey).

The Parties desire to set forth the terms governing the handling of such Confidential Information.

#### 1. Confidentiality & Permitted Use

Recipient shall hold in strict confidence all **Confidential Information** disclosed by Provider and shall not disclose it to any third Person, nor use it for any purpose other than evaluating and, if mutually agreed, pursuing the contemplated transaction regarding the Property.

“**Confidential Information**” includes all information provided or made accessible by Provider (or its Agents) in any form—oral, written, digital, graphic, visual, sample, or data room access—whether or not marked confidential, including (without limitation) financial data, rent rolls, surveys, environmental reports, title / zoning materials, market analyses, development models, marketing strategies, offering materials, communications, and any compilations or derivatives thereof.

Confidential Information **excludes** information that Recipient can demonstrate: (a) was lawfully known to Recipient prior to disclosure; (b) becomes publicly available without breach of this Agreement; (c) is received lawfully from a third party without restriction; (d) is independently developed by Recipient without use of Provider’s Confidential Information; or (e) is approved in writing for release by Provider.

Recipient may disclose Confidential Information **only to its internal Agents** (as defined in §10) who **need to know** such information to evaluate or pursue the contemplated transaction **and who are bound by confidentiality obligations at least as protective as those herein**. Recipient remains fully responsible for compliance by its Agents.

## **2. No Broker Representation; Future Broker Engagement**

Recipient represents that it is **acting as a principal and is not currently represented by any outside broker, finder, or intermediary** in connection with the Property. Should Recipient later engage a broker, Recipient agrees (i) to notify Provider in writing **prior** to involving such broker; (ii) to cause such broker to execute the **Co-Broker Confidentiality & Registration Agreement** (see Section 2 attachment template or separate form); and (iii) that no commission shall be due unless a written co-broker agreement is fully executed by Provider.

## **3. Return / Destruction**

Upon Provider's written request, Recipient shall promptly return, destroy, or permanently delete all Confidential Information (and materials derived from it) in all media. Recipient may retain one archival copy solely for legal compliance, which remains subject to this Agreement.

## **4. Compelled Disclosure**

If Recipient is legally required (by subpoena, court order, or regulatory demand) to disclose any Confidential Information, Recipient shall give Provider prompt written notice (to the extent legally permitted) to allow Provider an opportunity to seek a protective order or other remedy. Recipient shall cooperate reasonably in such efforts. If disclosure is ultimately required, Recipient may disclose only that portion legally compelled.

## **5. No Warranty; Independent Verification Recommended**

All Confidential Information is provided **"as is," without representation or warranty** as to accuracy or completeness. Recipient is encouraged to conduct its own independent inspections, underwriting, and due diligence.

## **6. Remedies**

Recipient acknowledges that unauthorized disclosure or misuse of Confidential Information would cause irreparable harm for which monetary damages may be inadequate. Provider is entitled to equitable relief (including temporary restraining order, injunction, and specific performance) without posting bond, in addition to all other legal and equitable remedies. The **prevailing Party** in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs.

## **7. Term; Survival**

This Agreement remains in effect for **two (2) years** from the Effective Date, except that Sections 1, 3, 5, 6, 8, 9, and 10 shall survive expiration or termination for so long as Confidential Information remains non-public.

## **8. Modification & Waiver**

No amendment, modification, or waiver is binding unless in a writing signed by both Parties. A waiver on one occasion does not constitute a waiver of future compliance.

## 9. Governing Law; Venue

This Agreement shall be governed by the laws of the **State of Florida** without regard to conflicts of law principles. Any dispute shall be brought exclusively in the state or federal courts located in **Broward County, Florida**, and the Parties consent to jurisdiction and venue in such courts.

## 10. Definitions

**“Agent”** means any officer, director, manager, member, employee, partner, affiliate, contractor, advisor, consultant, lender, equity source, attorney, accountant, or other representative of a Party. **“Person”** means any individual, entity, partnership, corporation, trust, fund, joint venture, governmental authority, or other legal body.

## 11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior oral or written communications.

## SIGNATURES – PRINCIPAL ONLY NDA

### Prospective Purchaser:

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email \_\_\_\_\_

### NAI Miami – Fort Lauderdale

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email \_\_\_\_\_