



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Regarding a 22,802 RSF space being offered for sublease within a building located at 5405 Diplomat Circle, Orlando Florida 32810.

This Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into as of the date signed below ("Effective Date") by and between:

Gagnon Real Estate Investments LLC ("Disclosing Party"),
with its principal place of business at 390 North Orange Ave, 23rd Floor, Orlando, Florida 32801,

and

_____, ("Recipient"),
with an address at _____.

RECITALS

WHEREAS, the Disclosing Party owns or represents an exclusive commercial real estate lease listing (the "Property") and may disclose certain sensitive, confidential, or proprietary information about the Property to the Recipient for the limited purpose of evaluating a potential lease or related transaction ("Purpose");

WHEREAS, the Recipient desires to receive such information under strict obligations of confidentiality and non-disclosure as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" includes but is not limited to:

- All information related to the Property, including addresses, dimensions, floor plans, photos, renderings, and blueprints.
- Links to or copies of floorplans, photos, financial statements, or other materials, whether electronic or physical.
- The identity and contact details of the owner, brokers, and any current or former tenants.
- Lease terms, rent rolls, operating expenses, financial data, or marketing materials.
- Notes, summaries, analyses, or compilations derived from the above.
- All "Confidential Discussions" (as defined below).

1.2 "Confidential Discussions" means any verbal or written discussions, communications, meetings, or negotiations relating to the Property or the Purpose.



Confidential Information includes all such information whether disclosed orally, visually, in writing, electronically, or otherwise, regardless of whether it is specifically marked "confidential."

2. NON-DISCLOSURE AND NON-USE

The Recipient agrees as follows:

2.1 Non-Disclosure: Recipient shall not disclose, communicate, or distribute any Confidential Information or Confidential Discussions to any third party without prior written consent from the Disclosing Party. This includes, without limitation, links or access to floorplans, photos, financial information, or other materials provided in any form.

2.2 Non-Use: Recipient shall not use Confidential Information for any purpose other than evaluating the Property for the Purpose. Recipient shall not act on the information in any way that may harm or compete with the Disclosing Party.

2.3 Confidentiality of Discussions: Recipient agrees to maintain the confidentiality of all Confidential Discussions and shall not reveal their existence, content, or participants to any third party.

2.4 Limited Access: Recipient shall only disclose Confidential Information to its employees, agents, or advisors who:

- (a) have a strict need-to-know basis for the Purpose, and
- (b) are bound by confidentiality obligations no less restrictive than those in this Agreement.

3. PROPERTY INFORMATION ACCESS AND HANDLING

Recipient understands and agrees:

- No viewing of the Property or disclosure of any related information (including floorplans, photos, ownership details, or tenant information) will occur unless and until this Agreement is fully executed.
- Any links, digital files, or physical materials related to the Property shall not be shared, forwarded, or otherwise distributed without the prior written approval of the Disclosing Party.
- If the Recipient or its client/representative decides not to pursue a lease of the Property, all received Confidential Information (including copies, digital files, and links) must be immediately returned or permanently deleted. The Recipient shall provide written certification of such return or deletion upon request.

4. TERM

This Agreement shall commence on the Effective Date and remain in effect indefinitely with respect to Confidential Information and Confidential Discussions, regardless of whether a lease or transaction is consummated.



5. RETURN OR DESTRUCTION OF MATERIALS

Upon request, or if the Recipient elects not to move forward with a lease of the Property, the Recipient shall promptly return or permanently delete all Confidential Information and certify such action in writing to the Disclosing Party.

6. NO LICENSE OR RIGHTS

Nothing in this Agreement shall be construed as granting Recipient any rights, licenses, or ownership in the Confidential Information.

7. REMEDIES

Recipient acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to Disclosing Party, for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies in addition to all legal remedies.

8. GOVERNING LAW

This Agreement shall be governed and construed under the laws of the State of Florida, without regard to its conflict of law provisions.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior agreements or understandings, whether oral or written.

10. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

Gagnon Real Estate Investments LLC

By: _____

Name: _____

Title: _____

Date: _____

Recipient:

By: _____

Name: _____

Title (if applicable): _____

Date: _____