

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is made as of \_\_\_\_\_, 2026 by and between \_\_\_\_\_, (hereafter “Potential Buyer”), and \_\_\_\_\_ as agent for undisclosed Principal of the opportunity to be discussed (hereinafter “Owner”).

1. **Purpose.** Potential Buyer has shown an interest in purchasing certain business assets and real property situate in Pinellas County, Florida, the street address to be disclosed following mutual execution hereunder. Owner may have a need to disclose certain confidential and proprietary information relating to its business operations and such other proprietary information so as to afford Potential Buyer the means and knowledge necessary to evaluate and make a determination as to an offer to purchase the Owner’s business and real property that Potential Buyer intends to make. All such shared information by the Owner to Potential Buyer is confidential and proprietary to Owner. Potential Buyer acknowledges that Owner’s business may be adversely impacted if the information concerning Owner’s interest in selling its business and real property assets becomes known to the public, its employees, vendors, associates or others with whom Owner has a business relationship with, and stipulates that all information disclosed by Owner, including the interest in pursuing the sale of its business and real estate assets is strictly confidential, and any disclosure by Potential Buyer may cause irreparable harm to Owner for which Owner shall be entitled to compensation and damages as provided herein.

2. **Definition of Confidential and Proprietary Information.** “Confidential and Proprietary Information” means any oral, written, graphic or machine readable information of a confidential nature belonging to the disclosing party and/or its licensors, employees, vendors or clients, including, but not limited to, that which relates to research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, business plans and strategies, agreements with third parties, services, customers, marketing or financial statements and projections which are disclosed pursuant to this Agreement. All material furnished that is Confidential and Proprietary Information shall be designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure. Notwithstanding any failure to so identify it in writing as specified above, however, all material supplied by Owner which discloses the terms and provisions of its lease with the tenant whether or not it is reasonably deemed to be confidential in the industry, shall be Confidential Information of the disclosing entity, and all material supplied which is reasonably deemed to be confidential in the industry, shall be Confidential Information and shall be subject to the terms of this agreement by the parties hereto.

### 3. **Nondisclosure of Confidential Information**

(a) Owner and Potential Buyer each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions and activity concerning the Specified Purpose and to fulfill any obligations the receiving party may have to the disclosing party pursuant to any written agreements the parties may enter into. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to any third party or to employees of the party receiving Confidential Information, other than directors, officers, employees, legal advisors, consultants and agents who are required to have the information in order to carry out the discussions regarding the Specified Purpose; provided that any such employees, legal advisors, agents or consultants must first be approved in writing by the other party, made aware of and be bound by and subject to these confidentiality obligations. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential and Proprietary Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party’s attention.

(b) **Exceptions.** Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party, its employees, agents, attorneys, or consultants;

(ii) is reasonably shown to have been known to the receiving party, without restriction, at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing party to disclose to a third party;

(iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party;

(v) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or

(vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

**4. Return of Materials.** Any and all materials or documents, together with all notes, whether written or maintained electronically, that have been furnished by one party to the other, or used internally by the receiving party in connection with the Specified Purpose shall be promptly delivered and returned by the receiving party to the disclosing party, accompanied by all copies of such documentation, within ten (10) business days after the written request of the disclosing party or upon all negotiations regarding the Specified Purpose ending and coming to a close without the entering into an agreement to sell and purchase the real property identified in the Specified Purpose..

**5. No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential and Proprietary Information other than the limited right to review such Confidential and Proprietary Information solely for the purpose of the Specified Purpose. Nothing in this Agreement will be construed in any manner to be an obligation to enter into any contract or business arrangement or constitutes a restriction on or waiver of the right of either party to initiate, develop, use, market or continue with any business, products or services which are the same, similar to, or competitive with the other party as long as such party shall not thereby have breached this Agreement.

**6. Term.** The foregoing commitments of each party shall survive any termination of the Specified Purpose between the parties, and shall continue for a period terminating on the date which is two (2) years following the date of the termination of this Agreement or which the Confidential and Proprietary Information was last disclosed under this Agreement.

**7. Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that the Confidential and Proprietary Information of the disclosing party may not be assigned without the prior written consent of the disclosing party unless the assignee shall be the successor entity (which agrees in writing to be bound and subject to the obligations hereunder) to the assignor upon the dissolution of the assignor in its present form. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

9. **Independent Contractors.** Potential Buyer and OWNER are independent contractors, and nothing contained in this Agreement shall be construed to constitute Potential Buyer and OWNER as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

10. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.

11. **Remedies; Indemnification.**

(a) OWNER and Potential Buyer each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. The OWNER and Potential Buyer each expressly agree that due to the unique nature of the disclosing party's Confidential and Proprietary Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, the OWNER and Potential Buyer each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to the disclosing party and that the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party.

(b) In addition to the injunctive remedy set forth above, the disclosing party shall be entitled to recover from the breaching party the sum of \$20,000.00 per incident or violation as an additional deterrent to the violations of the terms hereof and to additionally compensate the disclosing party from the costs and expenses associated with the enforcement of the terms hereof against the breaching party.

12. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the OWNER and Potential Buyer. Any amendment or waiver affected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. **Entire Agreement.** This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

(ALL SIGNATURES APPEAR ON NEXT PAGE)

The parties have executed this Nondisclosure Agreement as of the date first above written.

**OWNER:** \_\_\_\_\_

By: \_\_\_\_\_  
as Authorized Agent

**POTENTIAL BUYER:** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_,  
Title: \_\_\_\_\_