CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ 2026 between _____, hereinafter referred to as Prospect, and RMC Leasing and Management, L.L.C., d/b/a RMC Property Group hereinafter referred to as RMCPG.

Whereas RMCPG is the exclusive agent of the fee simple owner (the "Owner") of the following properties:

1. Zaxby's- 6027 Hwy 17 92, Davenport, Polk County, Florida 33896 (the "Property"); and

Whereas, Prospect is a _____ with an address of _____; and

Whereas, RMCPG wishes to disclose information to Prospect for purposes of negotiation and evaluation of the Property; and

Whereas, Prospect wishes to receive the information described above and considers this information confidential.

Whereas, the parties wish to reduce this agreement to writing.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, "Confidential Information" shall mean information received by Prospect and/or Prospect's employees and agents that is not generally known in the industry which RMCPG or Owner is or may become engaged, or which would logically be considered confidential and/or proprietary, or which would do RMCPG or the Owner harm if divulged to other parties. For two (2) years from the date of this Agreement, all Confidential Information shall remain in confidence by Prospect and/or Prospect's employees or agents and shall not be disclosed to or through any third party, and shall be held and treated in the strictest confidence. Prospect further agrees not to use Confidential Information received from RMCPG for any purpose except as is necessary for the purpose of fulfilling Prospect's due diligence with RMCPG. The restrictions herein shall not apply with respect to Confidential Information which (a) is already available to the public; (b) becomes available to the public through no fault of Prospect, Prospect's employees, and/or associates; and, (c) is already known to Prospect as shown by written records in Prospect's possession at the time that the Confidential Information was received from RMCPG.

2. **PROPRIETARY INTEREST.** Nothing in this Agreement shall be construed to grant Prospect a license to any Confidential Information disclosed.

3. **ORDERLY TERMINATION.** Upon the termination or expiration of this Agreement, Prospect shall immediately return to RMCPG all papers, programs, materials, documents, and all other Confidential Information obtained in connection with this Agreement.

4. **GOVERNING LAW.** In the event that any dispute arises hereunder, it is specifically stipulated that this Agreement is executed, and therefore shall be construed, in accordance with and governed by the laws of the State of Florida and the United States of America. Any breach or threatened breach hereof by Prospect, its employees, and/or

agents shall entitle RMCPG and/or the Owner to the right and remedy to obtain injunctive relief, since breach or threatened breach may cause irreparable damage to the Owner or RMCPG, for which monetary damages would not provide an adequate remedy. Nothing herein shall be construed to limit or restrict other remedies available to RMCPG nor Owner. Venue for any dispute shall be in the courts of Hillsborough County, Florida.

5. TITLES. The titles used herein are for convenience only and shall not be construed or interpreted in any of the provisions of this Agreement and/or Addendums hereto.

6. ATTORNEY FEES. Should RMCPG and/or Owner retain an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any matter arising under this Agreement, the non-prevailing party in any litigation agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorney's fees, expended or incurred in connection therewith.

7. INFORMATION PROVIDED. Neither RMCPG nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Prospect assumes full and complete responsibility for reconfirmation and verification of all information received and expressly waives all rights of recourse against the Owner and RMCPG with respect to the same.

AGREED TO BY

PROSPECT:

_____

By: _____
Name:_____
Title:_____