

COMPASS

NON DISCLOSURE AGREEMENT (NDA)

- I. **The Parties.** This Unilateral Non-Disclosure Agreement, hereinafter referred to as the “Agreement”, effective as of, hereinafter referred to as the “Effective Date”, is by and between a business entity known as Compass Realty, hereinafter referred to as the “Recipient”, collectively the “Parties.”
- II. **Confidential Information.** The term “Confidential Information” includes, but is not limited to, all information owned by the Releasor and generally known to the public or in the relevant trade or industry that is communicated orally, written, printed, electronically or any other form or medium, or which is learned, discovered, developed, conceived, originated, or prepared by the Recipient in the scope an course of their relationship with the Releasor, relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice consultations, proprietary information, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and economic and business analyses, models, strategies, and projections, promotion methods, trade show information and contacts, and other proprietary information relating to the business of the Releasor and any and all concepts, as such Confidential Information pertains personally to principals, or other information that has independent economic value.
- III. **Non Disclosure.** The recipient agrees that is shall that the obligation to:
 - A. Hold the Confidential Information in the strictest of confidence.
 - B. Not us the Confidential Information for any personal gain or detrimental to the Releasor;
 - C. Take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;
 - D. Not to disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions or other facts with respect to the transaction; and
 - E. Not to disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of the breach by the Recipient of their confidentiality obligations hereunder.

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns.

- IV. **Exceptions to Confidential Information.** The Recipient shall not be restricted from disclosing or using Confidential Information that:
- A. Was freely in the public domain at the time it was communicated to the Recipient by the Releasor;
 - B. Subsequently came to public domain through no fault of the Recipient;
 - C. Is the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Releasor.
 - D. Is independently developed by the Recipient or its representatives without reference to any information communicated to the Recipient by the Releasor
 - E. Is provided by the Recipient in response to a valid order by a court or other governmental body, was otherwise required by law; or
 - F. Is approved for release by written authorization of an officer or representative of the Releasor.
- V. **Use of Disclosure of Confidential Information.** Recipients shall only use the Confidential Information as directed by the Releasor and not for its own purposes or the purposes of any other party. Recipients shall disclose the Confidential Information received under this Agreement to any person within its organization only if such persons are on a "need to know" basis. Recipients shall advise each person to whom disclosure is permitted that such information is the confidential and proprietary property of the Releasor and may not be disclosed to others, or sued for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind Recipient, its employees, agents, representatives, successors, heirs and assigns.
- VI. **Notice of Disclosure.** In the event that the Recipient receives a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Recipient agrees, if legally permissible, to (a) promptly notify the Releasor of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the Releasor on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the Releasor in seeking a protective order or other appropriate remedy; provided, however, that the Recipient shall not be required to take any action in violation of applicable laws. In the event that such protective order or other remedy is not obtained or that the Releasor waives compliance with the provisions hereof, the Recipient shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Recipient not permitted by this Agreement.
- VII. **Term:** This Agreement, with respect to Confidential Information, will remain in effect for perpetuity.
- VIII. **Return of Confidential Information.** Upon request from the Releasor or upon termination of negotiations and evaluations between the Parties, Recipient will promptly deliver to Releasor all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Recipients shall also

return to Releasor all equipment, files, and other personal property belonging to Releasor. Recipients shall not be permitted to make, retain, or distribute copies of any Confidential Information.

- IX. **Indemnification.** The Parties agree to indemnify and keep each other, at all times, fully and effectively indemnified in respect to any and all claims, demands, losses, damages, liabilities, costs and or expenses of any kind whatsoever incurred by the Releasor which arise out of or in connection with any breach of this Agreement by the Recipient.
- X. **Notice.** Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses indicated. If the addresses should change the Parties shall specify by certified mail, with return receipt, to one another.
- XI. **Covenants.** The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of the Releasor and that the parties hereto have independently discussed, reviewed and had the opportunity of legal counsel to consider this agreement.
- XII. **Authority.** This Agreement sets forth the entire Agreement of understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.
- XIII. **Assignment.** This Agreement may not be assigned or otherwise transferred by either party with the prior written consent of the non-transferring party.
- XIV. **Binding Arrangement.** This agreement will be binding upon and inure to the benefit of the parties hereto and each Party's respective successors and assigns.
- XV. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.
- XVI. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws in the State of Hawaii.
- XVII. **Authority.** Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.
- XVIII. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one and the same agreement.
- XIX. **Execution.** IN WITNESS WHEREOF, the Parties hereto have executed this

Agreement as of _____, 2025.

Releaser Compass Hawaii

Address: 75-1029 Henry St., #301, Kailua-Kona, HI 96740

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____