

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into effective _____ day of _____, 2021 (the "Effective Date") by and between Davidson Brothers, LLC, Davidson and Davidson, LLC and Damar, LTD, d/b/a Midway Marina, all of 16 Snyder Road, Haddam, CT ("Discloser") and

_____ of _____
("Recipient"). Discloser, Agent and Recipient are collectively referred to herein as the "Parties, the "Discloser" or the "Recipient".

1. Recitals

The Parties desire to disclose to each other information relating to their mutual business interests in connection with the purchase and sale of certain property owned by Discloser, and located in Haddam, Connecticut (the "Transaction"). In consideration for the disclosure of such information, and other valuable consideration, each Party agrees to safeguard the other Party's disclosures in order to protect each of the respective business interests.

2. Definition

"Confidential Information" shall mean any and all information and documents, in any form or medium whatsoever, provided by a Party or its directors, officers, employees, agents, affiliates, consultants (including architects and other design professionals) or advisors (collectively, the "Disclosure"), to the other Party or its directors, officers, employees, agents, affiliates, consultants (including architects and other design professionals) or advisors (collectively, the "Recipient") including, without limitation, information pertaining to financial matters, business and personnel matters, marketing analyses and plans, system concepts, electronic configurations, computer information, customer lists, protocols, software, processes, and the like. Notwithstanding the foregoing, Confidential Information shall not include information or documents that (a) is independently developed by Recipient or lawfully received free of restrictions from another source having the right to so furnish such information or documents; or (b) has become generally available to the public without breach of this Agreement by Recipient or any affiliate of Recipient; or (c) at the time of disclosure to Recipient was known to Recipient or any affiliate of Recipient free of restriction; or (d) the Discloser agrees in writing is free of such restrictions.

3. Protection of Confidential Information

In consideration of Discloser disclosing from time to time at its own discretion certain of its Confidential Information to Recipient, Recipient agrees that any Confidential Information disclosed hereunder shall be used by the Recipient solely for the purpose of evaluating such Confidential Information and a possible transaction with Discloser, and Recipient with not disclosure at any time, nor appropriate or use on its own behalf or on the behalf of other, any Confidential Information, including any contact with the Discussion's customers, without in each instance first obtaining Discloser's written consent thereto. The contractual relationship created under this Agreement, the negotiations between the Parties and any potential partnership or alliance between the Parties is confidential and is to be treated as Confidential Information according to the terms of this Agreement. Recipient shall preserve, and shall cause their respective employees, agents, affiliates and consultants to preserve, the confidentiality of the Confidential Information and shall at all times safeguard all Confidential Information made available to it from falling into the hands of any unauthorized person. Except as otherwise agreed in writing by the Discloser, Confidential Information may be disclosed by a Recipient only to that limited number of such Recipient's employees, agents, affiliates and consultants who need to know such information for the

purpose of evaluating the Transaction. As a condition to such disclosure, the Recipient shall inform each such person or entity of the terms of this Agreement and shall require such person's or entity's compliance with such terms. The Recipient shall remain responsible for any use or disclosure of the Confidential Information by its employees, agents, affiliates, consultants and other representatives that is not permitted hereunder. Except as necessary to fulfill the purposes of this Agreement, Recipient further agrees not to make, or permit to be made copies, abstracts, or summaries of any Confidential Information, including, but not limited to, pictures, drawings, specifications, plans, data, notes, and reports embodying an Confidential Information. Recipient further agrees, upon written request by Discloser, upon the termination of this Agreement or upon Recipient's determination that it no longer has a need for the Confidential Information, to return all documents or other embodiments of any Confidential Information to Discloser, or certify destruction thereof. Recipient may, however, retain in the files of its legal counsel solely for archival purposes, one copy of the Confidential Information so as to provide a record thereof.

4. Extent of Application

The obligations under this Agreement shall not apply to Confidential Information that is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Recipient has given Discloser prompt notice of such demand for disclosure and the Recipient reasonably cooperates with Discloser's efforts to secure an appropriate protective order. Confidential Information shall not be deemed to fall within the exceptions noted herein merely because it is included in a document that also includes information that does not fall within such exceptions.

5. No Grant of License

Neither this Agreement nor the disclosure or receipt of Confidential Information hereunder shall constitute or imply any promise or intention to enter any contract or other business relationship or to make any purchase by either Party or its affiliated companies. Nothing in this Agreement obligates the other Party to disclose any Confidential Information to the Recipient, and any disclosure of Confidential Information shall be in each Party's sole discretion.

6. No representations or Warranties

The Confidential Information is being provided to Recipient "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. In no event shall Discloser or its affiliates or any of their respective directors, officers, employees, agents or representatives have any liability to Recipient relating to or arising out of any use of the Confidential Information.

7. Remedies

The Parties agree that in the event of a breach of this Agreement by the Recipient, the Discloser shall be entitled to damage in the minimum amount of Ten Thousand Dollars (\$10,000.00) with additional damages as proven. Additionally, in the event of breach or anticipated breach by a party, the now breaching party may seek equitable relief including specific performance. Such remedies shall not be exclusive for any breach of this Agreement but will be in addition to the remedies at law or in equity for the Aggrieved Party.

8. Governing Law

This Agreement and performance thereunder shall be governed by the laws of the State of Connecticut, excluding its conflict of law provisions. The parties consent to the exclusive jurisdiction of the state or federal courts sitting in the State of Connecticut.

9. Miscellaneous

(a) Modification. The agreements set forth in this Agreement may be modified or waived only by a separate writing signed by both Parties expressly modifying or waiving such agreements.

(b) Waiver. The failure of a Party to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of such provision, right or remedy.

(c) Person. The term "person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

(d) Representatives. The term "Representatives" means each Party's respective officers, directors, employees, attorneys, accountants, consultants, and agents.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, the Parties contemplate that the court making such determination shall reduce such extent, duration, scope or provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

(f) Assignment. Neither Party shall assign this Agreement without first securing the other Party's signed, written consent.

(g) Costs. Each Party agrees that if it is held by any court of competent jurisdiction to be in violation, breach or nonperformance of any of the terms of this Agreement, then it will pay all costs of such action or suit, including reasonable attorneys' fees.

(h) Termination. This Agreement shall terminate one (1) year from the Effective Date. Notwithstanding the foregoing, either Party may terminate this Agreement by providing written notice to the other Party, the notice being delivered in person, by national courier or delivery service, or by first-class registered or certified mail, with the expenses of delivery prepaid; provided, however, that a termination of the Agreement pursuant to the foregoing will not become effective until thirty (30) days after the delivery of the written notice to the other Party and upon return or certified destruction of all Confidential Information.

(i) Entire Agreement; Signatures; Authority. This Agreement constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. Each Party intends that a facsimile of its signature printed by a receiving fax machine be regarded as an original signature and agrees that this Agreement can be executed in counterparts. Each Party, and each signer individually, represents and warrants that the respective person signing on behalf of the Party has the authority and is duly authorized to do so. If signer on behalf of a corporation, the other party may require proof of corporate authority.

THE DISCLOSER IN THEIR SOLE DISCRETION, MAY REFUSE TO DISCLOSE CONFIDENTIAL INFORMATION TO THE RECIPIENT, AND MAY REQUIRE ADDITIONAL SECURITY FOR DISCLOSURE.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

Davidson Brothers, LLC
Davidson and Davidson, LLC
Damar, LTD

By: _____
(Signature)

(Typed Name)

(Title)

(Date Signed)

By: _____
(Signature)

(Typed Name)

(Title)

(Date Signed)