CalDRE Lic. No. 01527850
1100 S Hope Street, Suite 102
Los Angeles, CA 90015

REAL ESTATE NON-DISCLOSURE, NON-CIRCUMVENTION & CONFIDENTIALITY AGREEMENT

(California)

This Confidentiality & Non-Circumvention Agreement (“Agreement”) is entered into as of ___________________, 2026, by and between:

Seller’s Agent:

Rasmus Ray Lee / Premier Real Estate
CalDRE Lic. #01490488 / 01527850
("Listing Broker")

and

Interested Buyer:

Name: ____
Entity (if applicable): _________________________

("Buyer” or “Receiving Party”)

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1. PROPERTY

This Agreement relates to a confidential off-market luxury estate opportunity located within the Bel Air–Beverly Crest / Mulholland corridor of Los Angeles, California, including a property associated with a legal alternate Beverly Hills 90210 / Mulholland Drive address, together with any related property, ownership, financial, architectural, development, branding, access, repositioning, redevelopment, or investment information disclosed by Listing Broker (collectively, the “Property”).

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2. PURPOSE

Buyer wishes to evaluate a potential acquisition, investment, redevelopment, repositioning, or advisory opportunity relating to the Property. Any non-public information provided shall be used solely for that purpose.

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3. CONFIDENTIAL INFORMATION

"Confidential Information" includes any non-public information regarding the Property, Seller, ownership structure, or contemplated transaction, including but not limited to:

• property details, location information, alternate addressing, and access characteristics
• pricing guidance, financial information, valuation analysis, and projected ARV ranges
• marketing materials, photographs, renderings, surveys, plans, and due diligence materials
• ownership or seller identity
• architectural, development, repositioning, branding, or redevelopment concepts
• discussions regarding Beverly Hills 90210 / Mulholland Drive positioning
• transaction discussions, proposed structures, or acquisition terms
• contractor estimates, improvement budgets, or renovation guidance

Buyer agrees to keep all Confidential Information strictly confidential and not disclose it to any third party except attorneys, lenders, accountants, consultants, financial advisors, prospective capital partners, or other advisors directly involved in evaluating the transaction.

Buyer shall remain responsible for any misuse or unauthorized disclosure by parties to whom such information is provided.

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4. NON-DISCLOSURE

Buyer shall not:

• publicly market or circulate the opportunity;
• post information online or through social media;
• distribute materials to unauthorized parties; or
• disclose the existence or terms of the opportunity except as permitted herein.

Buyer shall not reproduce, forward, repost, screenshot, AI-process, upload into artificial intelligence systems, duplicate, or otherwise distribute Confidential Information, offering memoranda, photographs, property-identifying information, or due diligence materials except as expressly permitted herein.

If disclosure is legally required, Buyer shall provide prompt notice to Listing Broker where legally permitted.

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5. NON-CIRCUMVENTION

Buyer acknowledges that the opportunity was introduced exclusively through Listing Broker.

Accordingly, for a period of twenty-four (24) months from the Effective Date, Buyer agrees not to directly contact, negotiate with, or pursue the Property with Seller, ownership, family members, representatives, affiliates, attorneys, property managers, or related parties except through Listing Broker, unless otherwise authorized in writing.

Buyer further agrees not to use Confidential Information, alternate property identification, ownership information, or third-party introductions derived from Listing Broker's materials to circumvent or exclude Listing Broker from any present or future transaction involving the Property, or to structure any transaction intended to avoid Listing Broker's participation or compensation.

Buyer agrees not to pursue the Property through any affiliate, nominee, assignee, partner, investor, trust, entity, undisclosed principal, or related party for purposes of circumventing Listing Broker.

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6. BUYER VERIFICATION

Prior to release of detailed property materials, ownership information, financial information, or showing access, Buyer may be required to provide proof of identity, proof of funds, or other information reasonably requested by Listing Broker.

6A. BUYER REPRESENTATION & BROKER COMPENSATION AGREEMENT

As a condition to receiving detailed property information, ownership information, financial materials, offering memoranda, due diligence materials, property access, or showing access relating to the Property, Buyer shall execute a Buyer Representation & Broker Compensation Agreement or similar brokerage acknowledgment documentation reasonably required by Listing Broker.

Buyer acknowledges that Listing Broker is introducing the opportunity in reliance upon the protections contained in this Agreement and any applicable brokerage and compensation agreements executed in connection herewith.

7. DISCLAIMER

All information is provided for preliminary discussion purposes only and is believed to be reliable but has not been independently verified.

Seller and Listing Broker make no representations or warranties regarding the accuracy or completeness of any information provided. Buyer shall rely solely upon Buyer's own independent investigation and due diligence.

Any pricing guidance, valuation analysis, projected ARV ranges, renovation estimates, repositioning concepts, redevelopment scenarios, or branding potential discussed are preliminary opinions only and shall not be relied upon as guarantees or representations of future value or performance.

Nothing herein constitutes an offer to sell or a commitment to transact.

8. RETURN OR DESTRUCTION OF MATERIALS

Upon request by Listing Broker or termination of discussions, Buyer agrees to promptly destroy or return Confidential Information, excluding one archival copy retained by legal counsel or for compliance purposes.

9. REMEDIES

Buyer acknowledges that unauthorized disclosure or circumvention may cause irreparable harm.

Accordingly, Listing Broker and/or Seller shall be entitled to injunctive or equitable relief, in addition to any other remedies available at law.

In any dispute arising from this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

10. TERM

This Agreement shall remain in effect for twenty-four (24) months, and confidentiality and non-circumvention obligations shall survive termination of discussions for forty-eight (48) months.

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11. GENERAL PROVISIONS

This Agreement shall be governed by the laws of the State of California.

If any provision is found unenforceable, the remaining provisions shall remain in effect.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and may be executed electronically and in counterparts.

SIGNATURES

INTERESTED BUYER

Signature: ___________________________________
Name: _____________________________________
Date: ______________________________________
Entity (if applicable): _______________________

LISTING BROKER

Rasmus Ray Lee / Premier Real Estate
CalDRE Lic. #01490488 / 01527850

Signature: ___________________________________
Date: ______________________________________

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