

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The identity of the business, ownership, and specific property location constitute Confidential Information and are protected under this Agreement.

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

Disclosing Party: (“Seller”)

and

Recipient: (“Prospective Buyer”)

Name: _____

Address: _____

Email: _____

Phone: _____

1. Purpose

The Prospective Buyer has expressed interest in evaluating a confidential business and real estate opportunity (the “Opportunity”).

In connection with this evaluation, Seller may disclose certain confidential and proprietary information including business operations, financial information, marketing systems, intellectual property, client relationships, property details, digital assets, and other non-public materials (“Confidential Information”).

2. Confidential Information

Confidential Information includes, but is not limited to:

- Business identity and operations
- Financial records and performance data
- Marketing systems and strategies
- Client and vendor information
- Websites, digital media, and intellectual property
- Property details and location information
- Training materials, procedures, and processes
- Any written, electronic, verbal, or visual information provided

Confidential Information does not include information that becomes publicly available through no breach of this Agreement.

3. Non-Disclosure Obligations

Prospective Buyer agrees to:

- Maintain all Confidential Information in strict confidence
 - Use the information solely for evaluating the Opportunity
 - Not disclose information to any third party without written consent from Seller
 - Not copy, distribute, publish, or share materials except with professional advisors who agree to maintain confidentiality
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4. Non-Circumvention

Prospective Buyer agrees not to contact, solicit, or attempt to conduct business directly with any clients, customers, vendors, contractors, tenants, or associates of Seller without prior written authorization.

5. No Public Disclosure

Prospective Buyer shall not publicly disclose, advertise, or discuss the Opportunity, including online or social media discussions, without Seller's written consent.

6. No Obligation to Proceed

This Agreement does not obligate either party to enter into a transaction. Seller reserves the right to discontinue discussions at any time.

7. Return or Destruction of Information

Upon request or termination of discussions, Prospective Buyer agrees to delete or return all Confidential Information received.

8. Term

The confidentiality obligations of this Agreement shall remain in effect for three (3) years from the date of execution.

9. Governing Law

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

10. Acknowledgment

Prospective Buyer acknowledges that unauthorized disclosure could cause substantial harm to Seller and agrees that injunctive relief may be sought in the event of breach.

I confirm that I am evaluating this opportunity for my own potential purchase or on behalf of a disclosed principal and not as an agent seeking listing information.

Seller

Signature: _____

Printed Name: _____

Date: _____

Prospective Buyer

Signature: _____

Printed Name: _____

Date: _____

Return to: GulfCoastPortfolio@gmail.com