

// PRE-ENGAGEMENT OWNER INTAKE

Mutual Confidentiality and Non-Disclosure Agreement

This Mutual Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between BridgeLiNQ Ventures, LLC, a Florida limited liability company doing business as BRiNQ ("BRiNQ"), and _____ [Owner Name], individually and on behalf of _____ [Company Name], a _____ [State] _____ [Entity Type] (collectively, "Owner"). BRiNQ and Owner are each a "Party" and together the "Parties."

Owner is evaluating the readiness, market value, and potential sale or transition of Owner's business (the "Business"), and BRiNQ may provide exit readiness, valuation, financial advisory, and related services in connection with that evaluation (the "Purpose"). To pursue the Purpose, each Party will disclose confidential information to the other. The Parties agree as follows.

01 Confidential Information

"Confidential Information" means non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), in any form, whether or not marked confidential. It includes, without limitation:

- Owner's financial statements, tax returns, general ledger detail, owner compensation and add-back detail, customer and vendor identities and concentration, employee census and compensation, contracts, leases, pricing, margins, operating procedures, and trade secrets;
- the fact that Owner is evaluating, or has engaged BRiNQ to evaluate, a sale or transition of the Business; and
- BRiNQ's analyses, valuation models and worksheets, recasting and add-back schedules, exit readiness scorecards, market and comparable data compilations, checklists, templates, written methodologies, fee structures, and buyer and referral relationships.

02 Exclusions

Confidential Information does not include information that: (a) was lawfully in the Receiving Party's possession before disclosure, without obligation of confidentiality; (b) is or becomes publicly available through no fault of the Receiving Party; (c) is lawfully obtained from a third party not bound by a confidentiality obligation; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

03 Confidentiality of the Potential Transaction

BRiNQ shall not disclose Owner's identity, the identity of the Business, or the fact that Owner is considering a sale or transition, to any third party without Owner's prior written consent, except to Representatives as permitted in Section 5. If Owner later engages BRiNQ to market the Business under a separate written agreement, BRiNQ shall market it only through a blind profile that does not identify the Business, and shall release identifying information only to prospective buyers who have executed a buyer non-disclosure agreement and demonstrated financial capacity.

04 Use and Protection

Each Receiving Party shall: (a) use Confidential Information solely for the Purpose; (b) protect it with at least the degree of care it uses for its own confidential information, and in no event less than reasonable care; and (c) not disclose it to any third party except as permitted by this Agreement. Neither Party shall use the other's Confidential Information to compete with, solicit the customers or employees of, or otherwise disadvantage the other Party.

05 Permitted Disclosures

A Receiving Party may disclose Confidential Information to its officers, members, employees, accountants, attorneys, lenders, and, in Owner's case, spouse and equity holders (each a "Representative") who have a need to know it for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement. The Receiving Party remains responsible for any breach by its Representatives. If a Receiving Party is compelled by law, subpoena, or regulatory authority to disclose Confidential Information, it shall give the Disclosing Party prompt written notice, to the extent legally permitted, so the Disclosing Party may seek a protective order, and shall disclose only the portion legally required.

06 BRiNQ Work Product

All analyses, valuation models, schedules, scorecards, templates, and written methodologies prepared by BRiNQ, and all deliverables derived from them (collectively, "Work Product"), are and remain the property of BRiNQ, whether or not Owner has paid for them. Upon payment of all fees due, BRiNQ grants Owner a non-exclusive, non-transferable license to use the Work Product for Owner's own internal evaluation of the Business and its potential sale or transition.

Owner shall not, without BRiNQ's prior written consent, disclose, transmit, or make the Work Product available to any other business broker, investment banker, or intermediary; to any prospective buyer of the Business; or to any competitor of BRiNQ. Owner shall not reproduce, resell, publish, or distribute the Work Product, and shall not remove or alter any BRiNQ attribution or limiting language contained in it. Owner may share the Work Product with its own Representatives under Section 5.

07 No Obligation; No Engagement Created

This Agreement does not obligate either Party to proceed with any transaction, engagement, or listing, and does not create any brokerage, agency, fiduciary, employment, or partnership relationship. Any engagement of BRiNQ, and any authority to market the Business, requires a separate written agreement signed by both Parties. Brokerage services, if any, are provided through BRiNQ's affiliated Florida-licensed brokerage, FLORIDA BUSINESS OPPORTUNITIES, INC.. Either Party may terminate discussions at any time, for any reason, without liability.

08 Nature of Deliverables

Any opinion of value, valuation range, or analysis BRiNQ provides is advisory analysis prepared for Owner's planning purposes. It is not a certified valuation, appraisal, fairness opinion, audit, review, or attestation, and it is not legal or tax advice. Owner is responsible for obtaining advice from its own licensed attorney, certified public accountant, and tax advisor. Confidential Information is provided by each Party "as is," without warranty as to accuracy or completeness, and each Party is responsible for its own independent verification.

09 Term and Survival

This Agreement takes effect on the Effective Date and continues for THREE (3) YEARS. The obligations in Section 3 (Confidentiality of the Potential Transaction) and Section 6 (BRiNQ Work Product) survive for FIVE (5) YEARS from the Effective Date, and obligations with respect to trade secrets survive for as long as the information remains a trade secret under applicable law. If the Parties execute a separate engagement or listing agreement, the confidentiality terms of that agreement govern its subject matter, and this Agreement continues to govern all disclosures made before it.

10 Return or Destruction

Upon the Disclosing Party's written request, or upon termination of discussions, the Receiving Party shall promptly return or destroy all Confidential Information in its possession and, if requested, certify destruction in writing. A Party may retain copies to the extent required by law, regulation, or its document retention policies, and to the extent reasonably necessary to evidence the scope of work performed, subject to the continuing obligations of this Agreement.

11 Remedies

Each Party acknowledges that a breach of this Agreement would cause irreparable harm for which monetary damages alone would be inadequate. The non-breaching Party is entitled to seek injunctive relief and specific performance, without the requirement of posting a bond, in addition to any other remedies available at law or in equity. The prevailing Party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees and costs, including on appeal.

12 Governing Law and Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties consent to exclusive jurisdiction and venue in the state or federal courts located in Sarasota County, Florida.

13 Miscellaneous

This Agreement is the entire agreement between the Parties as to its subject matter and may be amended only in writing signed by both Parties. If any provision is held unenforceable, the remainder continues in effect and the unenforceable provision shall be limited only to the extent necessary to make it enforceable. Neither Party may assign this Agreement without the other's written consent, except that BRiNQ may assign it to a successor or affiliate that assumes its obligations. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original. No waiver of any provision is effective unless in writing.

The Parties have executed this Agreement as of the Effective Date.

// BRiNQ
BridgeLiNQ Ventures, LLC

Signature

Ben Wagner, Managing Partner

Date

// OWNER
Individually and on behalf of the Company

Signature

Printed Name and Title

Company Name

Date