

## NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Agreement (“Agreement”) is made as of \_\_\_\_\_ 2024 by and between South Florida M & A Advisors (hereinafter referred to as “the Disclosing Party”) and ,  
\_\_\_\_\_  
(hereinafter, “the Receiving Party”)

**1. Purpose.** The Receiving Party wishes to explore a potential transaction with the Disclosing Party’s client \_\_\_\_\_ (the “Relationship”), in connection with which the Disclosing Party may disclose Confidential Information to the Receiving Party.

**2. Definition of Confidential Information.** "Confidential Information" means any information provided or prepared by the Disclosing Party (in oral, written, or digital form) provided to, or obtained by the Receiving Party (including any of its directors, officers, employees, agents, or representatives), including but not limited to, that which relates to the business plans, strategy, business contacts, financial projections, financial models, marketing plans and materials, research, products, services, customers, markets, software, processes, engineering, designs, drawings, plans, data, know-how, knowledge, trade secrets, methods, and sources of capital of the Disclosing Party and their business, whether in tangible or intangible form and regardless of whether (i) affirmatively disclosed by the Disclosing Party or (ii) learned or generated by reason of the relationship contemplated by this Agreement. Confidential Information also includes information of a third party that the Disclosing Party is obligated to protect as confidential (which shall be designated as such by the Disclosing Party), as well as information that is developed or obtained by the parties over the course of the Relationship. Confidential Information also includes the fact that the parties are discussing potential business development and capital formation opportunities and any discussions or documentation regarding such opportunity. Confidential Information does not include information, technical data or know-how which (A) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party’s files and records prior to the time of disclosure, or (B) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the Receiving Party, (C) is expressly approved by the Disclosing Party, in writing, for release, or (D) comes into the possession of the Receiving Party from a third party that was not, to the Receiving Party’s knowledge, subject to any confidentiality restriction, or (E) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. All Confidential Information disclosed by the Disclosing Party will be considered Confidential Information by the Receiving Party and does NOT need to be conspicuously marked or designated as “Confidential” or “Proprietary”.

**3. Non-Disclosure of Confidential Information.** The Receiving Party hereby agrees not to use or disclose the Relationship or any Confidential Information provided to it by or obtained by it from the Disclosing Party for any reason including its own use or for any purpose except to carry out discussions concerning, and the undertaking of, the Relationship, including, without limitation disclosure of (i) the fact that discussions or negotiations are taking place concerning the Relationship including the status thereof or the termination of discussions or negotiations with the Disclosing Party, (ii) any of the terms, conditions or other facts with respect to any Relationship, (iii) that this letter agreement exists or the terms hereof, or that Confidential Information has been made available to the Receiving Party or (iv) any opinion or view with respect to the Confidential Information. Except as set forth in this Agreement, the Receiving Party will not, except as required by law or court order, disclose any Confidential Information to third parties or to employees, agents or professional advisors of the Receiving Party, except employees, agents or professional advisors who are required to have the information in order to carry out the discussions in connection with and regarding the undertaking of the Relationship, subject to the requirements below. The Receiving Party

may disclose Confidential Information of the Disclosing Party if required by law or court or governmental order or process, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement to permit the Disclosing Party to seek a protective order or other appropriate relief. The Receiving Party will ensure that any of its employees, agents, representatives, advisors or officers and directors to whom Confidential Information is disclosed or who have access to Confidential Information will be made aware of its confidential nature and will agree to be bound by the terms of this Agreement. The Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature, but in no circumstances less than reasonable care. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information immediately after the Receiving Party learns of such misuse or misappropriation.

**4. Non-Use and Non-Circumvention.** The Receiving Party recognizes and agrees that the Disclosing Party's relationship with Project \_\_\_\_\_ is good, valuable and unique, and agrees not to circumvent the Disclosing Party with regard to any transaction or activity with Project \_\_\_\_\_, or to circumvent the Disclosing Party's relationship with Project \_\_\_\_\_ in regard to any transaction between the Receiving Party in an attempt to acquire, utilize, or otherwise control, manage or exploit the specific assets, properties or opportunities that are discussed with the Receiving Party and/or described in the materials provided hereto whether in written, electronic or oral form.

**5. Disclaimer.** Confidential Information is provided "as is" with all faults. In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. None of the Confidential Information disclosed by the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons.

**6. Return of Materials.** Any Confidential Information which has been furnished in tangible form to the Receiving Party, or otherwise obtained by the Receiving Party in connection with the Relationship, will be promptly returned, or at its option, destroyed, by the Receiving Party, accompanied by all copies of such documentation. With respect to Confidential Information that has been stored electronically, the Receiving Party shall provide written assurance to the Disclosing Party that all such material has been deleted or destroyed by the Receiving Party, provided that Receiving Party may retain one copy of all such Confidential Information as required by law or established internal document retention policy. The return or destruction of all Confidential Information shall occur within ten (10) days after (a) the Relationship has been terminated or (b) the written request of the Disclosing Party.

**7. Patent or Copyright Infringement.** Nothing in this Agreement is intended to or shall grant any rights under any patent, copyright, trademark, trade secret or other intellectual property right of Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in the Disclosing Party's Confidential Information, except the limited right to review such Confidential Information in connection with the proposed Relationship between the parties. Further, the Receiving Party agrees not to reverse engineer, attempt to reverse engineer, decompile or disassemble any computer software programs or devices supplied by the other party.

**8. Term.** The rights and obligations set forth in this Agreement shall terminate two (2) years following a written notice of termination by one Party to this Agreement to the other, unless the Party disclosing the Confidential Information specifically agrees in writing to release all or part of the Confidential Information from the confidential restrictions imposed by this Agreement at an earlier date.

**9. Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that this Agreement may not be assigned or transferred, without the prior written consent of both parties. This Agreement may only be amended by a writing signed by authorized representatives of both parties and failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

**10. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the parties to this Agreement in the United States and worldwide.

**11. Remedies.** Each party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, the Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.

\_\_\_\_\_  
Company Name

**South Florida M & A Advisors**

\_\_\_\_\_  
By:  
Authorized Representative

\_\_\_\_\_  
By:  
Authorized Representative