



NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (this "**Agreement**") dated as of January __, 2026 ("**Effective Date**"), by and between LAND AND SEA REAL ESTATE, INC. ("**Disclosing Party**"), a Massachusetts corporation, and _____ (on behalf of itself and its affiliates and subsidiaries) a _____ ("**Receiving Party**"). Each of Disclosing Party and Receiving Party is referred to herein as a "Party" and collectively, the "Parties".

W I T N E S S E T H:

WHEREAS the Parties desire to engage in discussions relating to certain aspects of the real estate industry, including but not limited to the information provided under **Exhibit A** and any other real estate or investment opportunities discussed between Disclosing Party and Receiving Party ("**Real Estate Opportunities**").

WHEREAS, in furtherance of Real Estate Opportunities, it is essential that the Disclosing Party provide to the Receiving Party certain confidential information under the terms and conditions specified below.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. **Confidential Information:**

a. For the purpose of this Agreement, "Confidential Information" shall mean all confidential and/or proprietary information, disclosed by the Disclosing Party to the Receiving Party prior to and following the Effective Date of this Agreement related to the sale of or investment in Real Estate Opportunities, and without limitation, (i) ownership, title, financial, accounting, leasing, contracts, architectural plans, permitting or licensing and related documents, compliance, regulatory, accounting, financial and tax information, memoranda, information and documentation, presentations, advertising, marketing plans and strategies, records, files and all other information, knowledge, or data of any kind or nature relating to Real Estate Opportunities; and (ii) actual and potential owner, investment, acquisition, bank, lender, borrower, reinsurer, cedent, counterparty, investor, investee and tenant names and information, proposals, documentation and other marketing information; in all cases under (i) and (ii), whether or not in partial, redacted, draft, summary, definitive, logical, conceptual, physical or electronic form. Confidential Information shall also include information received from clients of the Disclosing Party and/or their subsidiaries and affiliates or other third parties subject to a duty to keep confidential. The Confidential Information is provided "As Is" with no warranties express or implied.

b. The Receiving Party shall not disclose, or allow disclosure of, such Confidential Information, or the existence of Real Estate Opportunities, or the fact that discussions between the Parties are taking place, in whole or in part, to any third party without the prior written approval of the Disclosing Party. The Receiving Party shall not directly or indirectly solicit, initiate, engage in any discussions or disclose any other information with respect to Real Estate Opportunities, or enter into any other transaction or business relationship of any kind whatsoever with respect to Real Estate Opportunities or the subject matter of Real



Estate Opportunities with the buyer(s) or seller(s) presented, without the prior written approval of the Disclosing Party. The Parties agree that any Confidential Information disclosed prior to the execution of this Agreement was intended to be and shall be subject to the terms and conditions of this Agreement.

c. The Receiving Party shall protect the confidentiality of such Confidential Information with the same degree of care it uses to protect its own Confidential Information, which measures will, at a minimum, be in accordance with generally accepted business standards for protecting confidential and proprietary business information.

d. The Receiving Party shall limit the distribution and disclosure of such Confidential Information to only the minimum number of its partners, employees, directors, officers, affiliates, agents and outside advisors (collectively, the "Representatives") who reasonably have a need to know for purposes of Real Estate Opportunities. The Receiving Party so disclosing Confidential Information to any of its Representatives shall require as a condition of such disclosure that any such Representative expressly agrees to be bound by the terms of this Agreement. The Disclosing Party will direct each of its respective employees and Representatives to maintain the confidentiality of the Confidential Information.

e. The obligation of confidentiality shall not apply to the extent the Confidential Information (i) was previously known to the Receiving Party free of any obligation to keep it confidential at the time it was communicated by the Disclosing Party, or (ii) is or becomes generally known to the public, provided that such public knowledge is not the result of any acts attributable to the Receiving Party, or (iii) which the Disclosing Party explicitly agrees in writing need not be kept confidential, or (iv) is independently developed by the Receiving Party without reliance on the Disclosing Party's Confidential Information which can be demonstrated to the reasonable satisfaction of the Disclosing Party or (v) is rightfully received by the Receiving Party from a third party free of any obligation of confidentiality. Further, the Receiving Party shall be permitted to disclose Confidential Information to the extent necessary to respond to or comply with any applicable law, rule or regulation, or any judicial, arbitral or governmental requirement, order, subpoena or discovery request, provided, however, that the Receiving Party shall to the extent possible, take reasonable steps to give the Disclosing Party sufficient notice that the Disclosing Party may, if it desires, contest such disclosure or seek a protective order with respect thereto.

2. Non-Circumvention:

a. The Receiving Party agrees to not circumvent the Disclosing Party and work with actual or potential investment, merger or acquisition targets, joint venture or supply or licensing agreement partners, investors, business clients, consultants, employees, other partners, third party vendors and other persons contemplated by the definition hereunder of "Confidential Information," introduced or identified by the Disclosing Party in this case. Further, as may be agreed by the Receiving Party (in a writing in addition to this agreement), the Disclosing Party may introduce or identify the Receiving Party to companies, management teams or personnel that are interested in purchasing or selling real estate, acquiring companies, being acquired, or forming or financing businesses. It is understood and agreed that the Disclosing Party retains ownership of such information and related opportunities or relationships (as referenced in the first sentence of this paragraph) and any such referral (as referenced in the second sentence of this paragraph) and any related Confidential Information and that the Receiving Party cannot deal directly or indirectly with any



such person, including by negotiating or entering into any transaction, or otherwise divert or reduce the value of any related opportunity or relationship, without the written consent of the Disclosing Party. Notwithstanding the generality of the foregoing, the Receiving Party may not reverse engineer, reverse assemble or de-compile any part of the Disclosing Party's Confidential Information without first obtaining such Party's written consent. This non-circumvention provision constituted by this Agreement shall expire at the end of two (2) years from the termination of this Agreement.

b. The Receiving Party shall not, whether for its own account or for the account of any other individual, partnership, firm, corporation or other business organization, divert or attempt to divert, directly or indirectly, or otherwise interfere in a material fashion with any portion of the Disclosing Party's business or business relationships, including any of its actual or potential employees, partners, consultants, clients or customers, or any relationship therewith, or induce or attempt to induce, directly or indirectly, any person to terminate his or her employment or other business association with such Party.

3. Term: This Agreement shall become effective on the Effective Date and shall remain in effect for a period of two (2) years unless sooner terminated or extended in writing by the Parties.

4. Miscellaneous:

a. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts without reference to its conflict of laws principles. The Parties irrevocably consent to the venue and jurisdiction of the state and federal courts in the Commonwealth of Massachusetts for the purposes of enforcing the provisions herein. Process may be served on either Party by U.S. mail, postage pre-paid, certified or registered, or globally recognized overnight mail service, and addressed to the respective Party at the address set forth in this Agreement.

b. The Parties agree that the Confidential Information furnished pursuant to this Agreement, and the matters addressed in this Agreement, are of a unique nature and of extraordinary value and of such character that any unauthorized use or disclosure thereof by the Receiving Party, or any act in breach of or inconsistent with this Agreement, will cause irreparable injury to the Disclosing Party for which the Disclosing Party will have no adequate remedy at law. Accordingly, in the event of actual or threatened unauthorized use or disclosure, the Disclosing Party shall have the right, in addition to all other remedies at law or in equity, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction and to seek a temporary or permanent injunction or order prohibiting the recipient, its partners, affiliates, agents, officers, directors, and employees, as the case may be, from such unauthorized use or disclosure of any Confidential Information provided pursuant to this Agreement. In any proceeding by the disclosing Party to obtain injunctive relief, the Receiving Party's or any other defendant's ability to answer in damages shall not be a bar or be interposed as a defense to the granting of relief and the Disclosing Party shall not be required to post a bond or other undertaking in such a proceeding.

c. Each Party agrees not to publicize or disclose the nature or substance of their engagement with each other, or the terms and conditions of this Agreement without the prior written consent of the other Party, except as may be required by law.



d. Unless otherwise stated, this Agreement shall include and be binding upon all affiliates of each Party. Each Party shall be liable for its affiliates' compliance with this Agreement. Each Party may assign this Agreement in whole or part to one of its affiliates upon prior written notice to the other Party.

e. If any provision of this Agreement is held invalid or unenforceable by a competent court, it is the Parties' intent that the remaining provisions shall be in full force and effect. This Agreement contains the entire agreement of and supersedes any and all prior understandings, arrangements and agreements between the Parties hereto, whether oral or written, with respect to the subject matter hereto. This Agreement may only be amended in a writing signed by all of the Parties and may be executed by the Parties in facsimile (including pdf) counterparts.

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IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure and Non-Circumvention Agreement to be executed as of the Effective Date.

DISCLOSING PARTY:

Land and Sea Real Estate, Inc.

By: _____
Name: Demetrius Spaneas
Title: President

RECEIVING PARTY:

By: _____
Name: _____
Title: _____



Exhibit A

Real Estate and Business Opportunities

- 1.
- 2.
- 3.
- 4.
- 5.

*Exhibit A may be amended from time to time by Disclosing Party.

**Failure to list real estate opportunities in this Exhibit A does not waive Disclosing Party's rights nor Receiving Party's obligations pursuant to the terms and conditions of this Agreement. Receiving Party understands and agrees that Confidential Information includes all Real Estate Opportunities disclosed to it pursuant to the terms and conditions of this Agreement.