

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the “Agreement”) is entered into between the owner of the Property (the “Discloser”), and _____ (“Recipient”) (together with Discloser, the “Parties”) as of _____, 2024 (the “Effective Date”), regarding **Poinciana Mobile Home Park** (the “Property”).

1. Purpose. Discloser and Recipient wish to explore a business opportunity of mutual interest, and in connection with this opportunity, Discloser may disclose to Recipient certain confidential technical and business information which Discloser desires Recipient treat as confidential.

2. “Confidential Information” means any information disclosed to Recipient by Discloser, either directly or indirectly in writing, orally or by inspection of tangible objects, which may include without limitation: ideas, samples, media, works of authorship, models, inventions, know-how, processes, algorithms, and formulae related to the current, future, and proposed properties or services of Discloser, such as information concerning financial results and performance, business plans, sales and marketing plans, purchasing and procurement data and regulatory information. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known and made generally available after disclosure to Recipient by Discloser through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient’s files and records immediately prior to the time of disclosure.

3. Non-use and Non-disclosure. Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and Discloser. Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.

4. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Discloser. Recipient shall immediately notify Discloser in the event of any unauthorized use or disclosure of the Confidential Information. Notwithstanding the above, Recipient may disclose Confidential Information to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that the Recipient provides Discloser with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Discloser in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes the law or regulation requires, or for which the order was issued.

5. No Obligation. Nothing herein shall obligate Discloser or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Discloser and shall be promptly returned to Discloser upon Discloser' request.

7. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right, copyright, trade secret or other intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

8. Term. This Agreement shall have a term of twelve (12) months from the Effective Date (the "Term"), provided however that Recipient's obligations with respect to Confidential Information disclosed during the Term shall survive until the fifth (5th) anniversary of the Effective Date.

9. Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Discloser, entitling Discloser to obtain injunctive relief in addition to all legal remedies.

10. Suggestions and Feedback from Recipient. Recipient may from time to time offer suggestions and/or feedback to Discloser relating to the Confidential Information (the "Suggestions"). Recipient agrees that Discloser shall have the right to exploit, implement, develop, market, disclose, and otherwise use the Suggestions (including any and all express or implicit ideas, concepts, strategies, plans, techniques, designs, and/or the like derived therefrom, or from the Confidential Information, either directly or indirectly, whether conveyed between Recipient and Discloser orally, in writing, or otherwise) for any purpose at Discloser's sole discretion and without any obligation of any kind to Recipient. For the avoidance of any doubt, any such Suggestions shall be the sole and exclusive property of Discloser and Recipient shall have no claim (whether financial, in-kind, or otherwise) to such Suggestions and/or the results and proceeds thereof.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces any and all prior agreements concerning the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a written instrument signed by both parties hereto.

RECIPIENT

By: _____

Name: _____

Title: _____

Company: _____

Email: _____