

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is made on \_\_\_\_\_, 2022 by and between Ecosun Homes, LLC, a ("Seller"), and \_\_\_\_\_, a person ("\_\_\_\_\_") and parties or affiliates.

**1. Purpose.** Seller and \_\_\_\_\_ wish to explore a business opportunity of mutual interest related to the purchase of the following parcel \_\_\_\_\_ located in FL, Florida (the "Business Opportunity"), and in connection with such exploration, each party may disclose its Confidential Information to the other.

**2. Definition.** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, plans, reports, strategies, transaction structures, customers, markets, processes, designs, drawings, engineering, marketing or finances, disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"). Confidential Information shall not include information, technical data or know-how which: (i) was in the possession of, or demonstrably known by, the Receiving Party prior to its receipt from the Disclosing Party; (ii) is in the public domain at the time of disclosure, not as a result of any inaction or action of the Receiving Party; (iii) is approved for release by the Disclosing Party in writing; or (iv) is independently developed by the Receiving Party without reliance on or use of the Confidential Information.

**3. Non-Disclosure of Confidential Information.** Seller and \_\_\_\_\_ each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except for the evaluation of, to carry out discussions concerning, and the undertaking of, the Business Opportunity. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants, and agents who (i) are required to have the information in order to carry out the discussions of the contemplated Business Opportunity, (ii) are informed of the confidential nature of the Confidential Information and (iii) agree to be bound by the terms of this Agreement.

Upon request by either party, the other party will have those directors, officers, employees, consultants, and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party sign a non-disclosure agreement in content substantially similar to this Agreement.

Each party agrees that it will take all reasonable measures to (i) protect the secrecy of and avoid disclosure or use of Confidential Information of the other party, and (ii) to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature, but which shall be no less than a reasonable degree of care. Each

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party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

**4. Mandatory Disclosure.** In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by law, regulation or other legal process to disclose any of the Confidential Information of the other party, the party requested or required to make such disclosure shall give prompt notice, as practicable, of the nature and content of such request or requirement so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose and shall promptly inform the other party of the nature and content of such disclosure in writing.

**5. Return or Destruction of Materials.** Any materials or documents which have been furnished by one party to the other will be promptly returned (accompanied by all copies of such documentation) or destroyed after the Business Opportunity has been rejected or concluded. Upon request, a party will certify to the other party its compliance with this provision.

**6. No License Granted.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.

**7. Term.** The foregoing commitments of either party in this Agreement shall survive any termination of discussions between the parties, and shall continue for a period of one (1) year following the date of this Agreement.

**8. Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, OR NON-INFRINGEMENT.

**9. Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. If this Agreement is translated, the English language text will prevail in the case of any conflict. This Agreement may be executed by signatures transmitted by facsimile or electronic mail in .PDF or .TIF format.

**10. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

**11. Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.  
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**SELLER:**

By:  
Name:  
Title:

**INVESTOR:**

By:  
Name:  
Title: