



KELLERWILLIAMS.
SELECT REALTORS



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT is made this ____ day of _____, 2026 by _____, having an address at _____ (“Prospective Buyer”) and _____ having an address at _____ (“Buyer Broker”), in favor of the owner of real estate located at 4187 Solomons Island Road, Harwood, Maryland 20776 (“Real Property”) and a certain assisted living business operated at the Real Property (the “Business”) (collectively, “Seller”), and listed for sale by Keller Williams Select Realtors d/b/a KW Commercial, having an address at 1997 Annapolis Exchange Parkway, Annapolis, Maryland 21401 (“Listing Broker”). Prospective Buyer and Buyer Broker are sometimes collectively referred to herein as the “Recipient”.

RECITALS:

- A. Recipient has requested certain information in connection with evaluating the possibility of purchasing the Real Property and the assets of the Business (collectively, the “Property”) from the Seller.
- B. Listing Broker has agreed to provide Recipient with such information in exchange for Recipient’s agreements set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and other consideration the receipt and sufficiency of which are hereby acknowledged, Recipient agree as follows:

1. Recipient agrees and warrants that any and all Confidential Information provided to Recipient in connection with discussions regarding the potential purchase of the Property by Prospective Buyer will be kept confidential. Recipient agrees to regard and preserve as confidential, all Confidential Information which Recipient may obtain from any source as a result of this Agreement. In maintaining confidentiality hereunder, Recipient agrees that he shall not, without first obtaining the written consent of Listing Broker, disclose or make available to any person, firm or enterprise, reproduce or transmit, or use (directly or indirectly) for his own benefit or the benefit of others, any Confidential Information. In addition, Recipient agrees not to use any of the Confidential Information in any manner or for any purpose other than in connection with evaluating the possibility of the Prospective Buyer purchasing the Property.

2. "Confidential Information" shall mean all information provided by Listing Broker, as well as any other information labeled "Confidential" by Listing Broker or provided to Recipient by Listing Broker with reference to this Agreement. Information shall not be considered "Confidential Information" to the extent, but only to the extent, that such information: (a) is already known by Recipient free of any

confidentiality obligation at the time it is obtained; (b) is or becomes publicly known through no wrongful act of Recipient; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as Recipient provides Listing Broker with timely written prior notice of such requirement.

3. "Information and Materials" shall include all memoranda, notes, records, drawings, manuals, disks or other documents and media (including all copies, extracts and summaries thereof) containing any information provided to Recipient by Listing Broker with reference to this Agreement.

4. "Authorized Use" means the review of the Confidential Information for the purpose of determining the feasibility of Prospective Buyer purchasing the Property.

5. Recipient agrees to insure, by agreement, instruction or otherwise, compliance with these confidentiality obligations by his representatives, buyer brokers, consultants and others (collectively, "Representatives") who are permitted access or use of the Confidential Information. Recipient agrees that if there is a breach or threatened breach of the provisions of this Agreement, Listing Broker and Seller will have no adequate remedy in money or damages and accordingly shall be entitled to injunctive relief; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

6. Recipient agrees that all contact regarding the purchase of the Property shall be made through Listing Broker except to the extent Listing Broker consents to direct contact with Seller. Recipient shall not contact Seller, directly or indirectly, regarding the Confidential Information. Recipient acknowledges that, in the event of any breach of this Agreement, Listing Broker and Seller will not have an adequate remedy in money or damages. Listing Broker and/or Seller therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Listing Broker's and Seller's right to obtain such relief shall not limit their right to obtain other remedies.

7. Except as may otherwise be set forth in a signed, written agreement between the parties, Listing Broker makes no representation or warranty as to the accuracy, completeness, condition, suitability or performance of any information regarding the Property, including Information and Materials, and Listing Broker shall have no liability whatsoever to Recipient resulting from its use of the Information and Materials. Any and all representations and warranties shall be made solely by the Seller and shall be set forth in a signed purchase contract and then be subject to the provisions thereof.

8. Upon the earlier of Listing Broker's request or the completion of the Authorized Use, Recipient shall promptly return or destroy all Information and Materials and discontinue all further use of the Confidential Information. Upon Listing Broker's request, Recipient shall promptly certify that such action has been taken. The restrictions contained in this Agreement shall remain in effect until three (3) years after the return or destruction of all Materials.

9. Recipient understands that Listing Broker will not provide any legal, accounting or tax advice to Recipient and that Recipient must retain the appropriate professionals for such services and advice.

10. This Agreement shall be binding upon Recipient and his affiliates and their successors and assigns and shall inure to the benefit of, and be enforceable by, Listing Broker, Seller, their officers, members, stockholders, directors, successors, assigns and administrators.

11. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

12. This Agreement may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified.

13. This Agreement shall be governed by the substantive laws of the State of Maryland without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates written below.

Prospective Buyer:

Print Name:

Date: _____

Buyer Broker:

Name: _____

Title: _____

Date: _____