

*NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT*

**THIS AGREEMENT** entered into this \_\_\_ day of March, 2026, by and between \_\_\_\_\_ ("BUYER") and The VIRGINIA HEIDERSBERGER LIVING TRUST d/b/a GUMBO LIMBO VACATION RENTALS ("SELLER").

1. To allow Buyer and Seller to conduct discussions relating to a possible purchase by Buyer of the Seller's Siesta Key Apartment complex, (the "Property"), it is necessary and desirable that Seller disclose to Buyer confidential and proprietary information, hereinafter referred to as "the Information". The Information consists of financial and rental information furnished to Buyer by Seller.
2. Buyer acknowledges that necessary and adequate consideration has passed between Buyer and Seller, and that the Information provided is proprietary to Seller, is highly sensitive and of a confidential nature, and is unique, and that any use other than for the sole benefit of Buyer would be wrongful and would cause irreparable injury to the Seller. It is the intention of Seller to conduct all negotiations with regard to the sale of the business on a completely confidential basis which will maintain the continuous successful rental of the Property. The undersigned agrees not to disclose any information which would cause damage to the Seller, not to use this information to gain unfair competitive advantage or directly compete in the Seller's market, which is Siesta Key, Florida.
3. Buyer agrees that unless otherwise agreed to in writing by Seller, no part of the Information provided to Buyer shall be used for the economic benefit of Buyer, or any of its agents, employees, contractees, or other parties affiliated with Buyer, nor shall such Information be communicated to third parties by Buyer or any of the above agents, employees, contractees, or other parties affiliated with Buyer.
4. Buyer agrees that this Agreement shall be legally binding upon the undersigned, its officers, principals, employees, outside consultants, and all others involved in the analysis of this information in connection with the possible acquisition of the Property.
5. All materials, including without limitation, videos, sketches, designs, lists, business, marketing, financial and strategic plans, objectives, and renter and prospective renter lists furnished to Buyer by Seller shall remain the property of Seller and shall be returned to Seller promptly at its request with all copies made thereof.
6. This Agreement shall govern all the Information received by Buyer, whether oral, written, videotaped, electronic, or communicated in any other way, during the period from the date Buyer executes this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be governed by this Agreement. Such written notice will not affect the obligations under this Agreement of either party with regard to communications between Seller and Buyer within the period specified above.

7. Buyer hereby acknowledges and agrees that, in the event of any violation or a threatened violation of this agreement, Seller shall be authorized and entitled to obtain from any court of competent jurisdiction, a restraining order or preliminary and permanent injunction relief as may be appropriate to reinforce the terms of this Agreement, as well as looking to the undersigned for any compensatory damages, including court costs and reasonable attorney's fees which may result from any breach of this Agreement which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.
8. The parties acknowledge and agree that, for convenience purposes, they may be obtaining signatures through the use of facsimile or docu-sign and that a facsimile or docu-sign copy shall be of the same effect as an original executed copy.

In witness whereof, the parties have set their hands and seals on the date first above mentioned.

BUYER:

By: \_\_\_\_\_

Date:

Agreed to:

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VIRGINIA HEIDERSBERGER, Trustee of the VIRGINIA HEIDERSBERGER LIVING TRUST d/b/a Gumbo Limbo Vacation Rentals

Date: