

**MUTUAL NON-DISCLOSURE, NON-SOLICITATION, AND NON-CIRCUMVENTION AGREEMENT**

THIS MUTUAL NON-DISCLOSURE, NON-SOLITICATION, AND NON-CIRCUMVENTION AGREEMENT (this "Agreement") is entered:

**As Of:** \_\_\_\_\_ (the "Effective Date"), **regarding:** \_\_\_\_\_ (Topic); between

**Party A:** SimpleCiti Holdings and Affiliates **located at** 17 Barstow Road, Great Neck, NY 11021; and

**Party B:** \_\_\_\_\_ **located at** \_\_\_\_\_ (collectively, the "Parties").

The undersigned individuals agree and assent to the terms of this Agreement on behalf of himself/herself/themselves and the entity set forth above his/her/their signature and any other entity to which an individual entering into this Agreement may have an ownership interest in (collectively, "Company"), together with such Company's directors, officers, employees, agents, and representatives thereof. All parties hereto are each a "Party" and collectively, "Parties." For clarification, the term Company shall include any entity formed, organized, and/or incorporated, as the case may be, prior to and on or following the Effective Date by any affiliate of the Company regardless of if it is set forth on the signature page of this Agreement.

**WHEREAS** for the purpose of establishing a business relationship, either Party may disclose to the other and wish to protect confidential and proprietary information that is in their possession and that each party has legitimate rights to;

**NOW, THEREFORE**, in consideration of the promises, representations and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties, intending to be legally bound, hereby agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement "Confidential Information" means any information disclosed by either one of the parties to the other including without limitation (a) all proprietary information, technical data, trade secrets, trademarks, copyrights, copyright applications, trade names and other intellectual property rights, and know-how of any kind disclosed before or after the date of this Agreement, (b) information related to business and product or service plans, customer lists, marketing plans, initiatives, customer contracts, software platforms, pricing for services and workflow practices and procedures, (c) any document or other item which bears a marking of "confidential", "proprietary" or similar terminology or that should otherwise reasonably have been understood by the recipient of the information because of the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the owner of the information or to a customer, (d) information concerning or resulting from prospective real estate acquisition or development projects; (e) business and financial information (such as, but not limited to, current and prospective acquisition targets, purchasing, customer lists, personnel information, investors, suppliers, sales information and forecasts, business and contractual relationships, business strategies, marketing techniques and materials, pricing and pricing plans); (f) any information created using the foregoing; (g) the existence and terms of this Agreement, and the fact that Confidential Information has been made available to the Receiving Party; (i) the fact that discussions or negotiations are or may be taking place with respect to a prospective agreement or transaction involving the Parties, and the proposed terms of any such relationship. Confidential Information may include information received by Disclosing Party from third parties and provided to Receiving Party hereunder. Receiving Party hereby expressly acknowledges the Confidential Information from Disclosing Party may also constitute trade secrets as defined by Sections 812.081(1)(c) and 688.002(4) Florida Statutes. Notwithstanding the foregoing Confidential Information shall be considered confidential and proprietary irrespective of whether the information has been marked as a confidential or a trade secret. Confidential Information does not include information which (i) is rightfully known to the Receiving Party at the time it receives the information, (ii) has become publicly known through no act of the Receiving Party, (iii) is required by court or government action to be disclosed or (iv) is independently developed without use of or reference to the Disclosing Party's Confidential Information; provided however that the party being required to disclose the information must give the Disclosing Party reasonable prior notice of such disclosure and that the information shall continue to be treated as Confidential Information for all other purposes. A "Disclosing Party" is a party disclosing Confidential Information. A "Receiving Party" is a party receiving disclosed Confidential Information.

2. Non-Disclosure, and Restriction on Use, of Confidential Information. Confidential Information of the Disclosing Party may be used by the Receiving Party only in connection with their mutual business and contractual relationship. The Receiving Party shall protect the confidentiality of each other's Confidential Information in at least the restrictions required under this Agreement, shall keep the Confidential Information on a need to know basis, and shall require any employees, consultants, advisors, inspectors or other agents sign an agreement with confidentiality, non-disclosure, non-circumvention, and non-solicitation provisions at least as restrictive as this Agreement. The

Receiving Party shall indemnify, defend and hold harmless the Disclosing Party from any and all damages incurred by the Disclosing Party by virtue the Receiving Party's disclosure of Confidential Information.

3. No Rights Granted. Confidential Information shall at all times remain the property of the Disclosing Party. No license or rights under any trade secrets, copyrights, trademarks, patents or other rights are granted by this Agreement or any disclosure of Confidential Information hereunder.

4. Non-Circumvention. All Parties hereto expressly agree not to circumvent, avoid or bypass any other Party(ies), either directly or indirectly, for any reason, nor facilitate, permit, encourage or otherwise aid in any way an individual or entity to circumvent, avoid or bypass any other Party(ies) in order to engage in the purchase or sale, or both, of the goods, or otherwise frustrate the purpose of this Agreement, or deny any Party(ies) hereunder any benefit, or prospective benefit, arising from or in connection with this Agreement

4.1 The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose contrary to the best interest of the Disclosing Party. In furtherance of this covenant, the Receiving Party, for itself, and its agents, affiliates, representatives, successors and assigns, hereby agrees not to contact, directly or indirectly, any employee, representative, customer, vendor or supplier of the Disclosing Party for any purpose whatsoever, without the prior written consent of the Disclosing Party.

4.2 The Parties further agree not to circumvent, avoid or bypass any other Party(ies), either directly or indirectly, for any reason, nor facilitate, permit, encourage or otherwise aid in any way an individual or entity to circumvent, avoid or bypass any other Party(ies) to execute a transaction substantially similar to the transaction(s) contemplated herein in lieu of a transaction arising from or in connection with this Agreement, which shall include an absolute restriction of pursuing the acquisition or development of any real estate projects disclosed to the Receiving Party by the Disclosing Party to the exclusion of the Disclosing Party without the prior written consent of the Disclosing Party.

4.3 A Party may, in the course of this transaction, disclose certain parties (collectively the "Introduced Parties" and individually an "Introduced Party"). The Parties agree for themselves, their officers, directors, shareholders, affiliates, agents, employees and any individual or entity acting at the direction of or on its behalf, and any related parties, that once a Party has disclosed the identity of any Introduced Party, all Parties, their officers, directors, shareholders, affiliates, employees, agents, and any individual or entity acting at the direction of or on their behalf directly or indirectly, shall not have any contact, whether or not such contact is related to the subject of this Agreement, with the Introduced Party unless and until the Party that introduced the Introduced Party grants permission in writing for such contact. Further, all Parties, their officers, directors, shareholders, affiliates, employees, agents, and any individual or entity acting at the direction of or on their behalf, directly or indirectly, shall not through any means, have, direct, encourage, facilitate, or otherwise make possible contact with an Introduced Party by any other individual, entity, or group of individuals or entities, regardless of whether the Party, its officers, directors, shareholders, affiliates, employees, agents or any individual or entity acting at the direction of or on their behalf directly or indirectly benefits from said contact.

4.4 The Parties to this Agreement expressly agree that they shall not at any time, including after the termination of this Agreement, on their own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity or enterprise, solicit, or attempt to solicit, any Introduced Party. The Party who made the identity of any Introduced Party known under this Agreement shall be free to continue to transact business with that Introduced Party even after the termination of this Agreement, and not violate this Section 4.4, provided such business transactions do not violate any other term or condition of this Agreement.

5. Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned to the Disclosing Party upon the first to occur of (i) completion of the purpose referred to above or (ii) request by the Disclosing Party. Copies of any Confidential Information shall not be retained in any form by the Receiving Party without the prior written consent of the Disclosing Party.

6. Notification of Release of Confidential Information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the Receiving Party shall promptly notify the Disclosing Party and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, the Receiving Party shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the party to whom the defense has been tendered, the Receiving Party shall cooperate (at the expense of the requesting party) in the defense of a demand.

7. No Advertising. Neither party may use the name of the other on their website or otherwise in connection with any advertising or publicity materials or activities without the prior written consent of the other party.

8. Term. This Agreement shall continue from the Effective Date for three years (3) until terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, all obligations of the

Receiving Party concerning confidentiality, including but not limited to those described in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, or 14, shall continue indefinitely and survive the expiration or termination of this Agreement.

9. **Remedies.** The parties hereto agree and acknowledge that the provisions and restrictions contained in sections 1 through 8 are necessary to protect the legitimate continuing interests of the parties in the Confidential Information and that any violation or breach of these provisions will result in irreparable injury to the other party for which a remedy at law would be inadequate and that, in addition to any relief at law which may be available to a party for such violation or breach, the injured party shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Agreement.

10. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to its conflicts of law provisions. The parties agree to, and do hereby, submit to the exclusive jurisdiction of the state or federal courts of competent jurisdiction sitting in the State of Florida to hear and resolve disputes arising out of, or related to this Agreement, and agree that the exclusive venue for all such actions shall be in Orange County, Florida. Each party, by executing this Agreement, consents and submits itself to the personal jurisdiction of such court, and waives any defense that, and agrees that they shall not assert that such forum is inconvenient or improper

11. **Waiver.** The failure of a party to insist on the strict adherence to any term of this Agreement or to enforce any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement or to enforce such term. Any waiver must be in writing.


12. **Severability.** If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

13. **Complete Agreement.** This Agreement including all exhibits constitutes a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, arrangement or understandings written or oral, relating to its subject matter. This Agreement may not be modified except by a writing signed by both parties.

14. **Notice.** Any notice or other communication required or permitted herein shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested), or (iii) sent via fax or email (all with confirmation of receipt).

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

**IN WITNESS WHEREOF**, in consideration for the mutual promises contained herein, the parties hereto below have executed this Agreement as of the Effective Date.

	
<b>Party A Signature Above</b>	
Company	SimpleCiti Holdings
Name	Shervin Zade
Title	CEO
Date	2/1/2023

<b>Party B Signature Above</b>	
Company	
Name	
Title	
Date	