

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Proposed Acquisition of a Privately Held Commercial Landscape Maintenance Company in South Florida

HOW TO COMPLETE AND RETURN THIS NDA: Print this document, complete and sign the Recipient signature block on the final page, and email a scan or clear photo of the completed signature page (or the full document) to **PURCHASE@FLORIDALANDSCAPING.COMPANY** with the subject line “Signed NDA.” Upon countersignature, the Seller will return a fully executed copy together with the Notice of Company Identity described in Section 2. This box is for instructions only and does not form part of the Agreement.

This Confidentiality and Non-Disclosure Agreement (this “Agreement”) is entered into and is effective as of the date of the Seller’s countersignature on the signature page hereto (the “Effective Date”), by and between the undersigned prospective purchaser identified on the signature page hereto (“Recipient”), and the undersigned owner (the “Seller”) of the privately held company described in the Recitals below (the “Company”), whose legal identity shall be disclosed to Recipient in accordance with Section 2. Recipient and the Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Seller is the owner of a privately held commercial landscape maintenance company organized under the laws of the State of Florida and operating in South Florida;

WHEREAS, Recipient has expressed interest in evaluating a possible negotiated acquisition of the Company, whether structured as a purchase of equity, a purchase of all or substantially all of the Company’s assets, or otherwise (a “Transaction”);

WHEREAS, in connection with Recipient’s evaluation of a possible Transaction, the Seller is prepared to furnish or make available to Recipient certain confidential and proprietary information concerning the Company, on and subject to the terms and conditions of this Agreement;

WHEREAS, in order to preserve the confidentiality of the sale process and to protect the Company’s business, employees, and customer relationships, the identity of the Company and of the Seller is intentionally withheld from this Agreement as circulated and will be disclosed to Recipient only following execution hereof, as provided in Section 2; and

WHEREAS, the Seller would not furnish any Confidential Information to Recipient absent Recipient’s execution of, and agreement to be bound by, this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated into and form a part of this Agreement), the mutual covenants and agreements set forth herein, the Seller’s willingness to furnish Confidential Information to Recipient, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. CERTAIN DEFINITIONS

1.1 “Confidential Information” means any and all information concerning the Company, the Seller, or a possible Transaction, in whatever form furnished or made available (whether written, oral, visual, electronic, or otherwise, and whether or not marked or otherwise identified as confidential), whether furnished before, on, or after the Effective Date, by or on behalf of the Seller or the Company to Recipient or its Representatives, including, without limitation: (a) the identity of the Company and of the Seller; (b) the Transaction Information (as defined below); (c) financial statements, tax returns, bank records, general ledgers, and analyses of revenue, earnings, or seller’s discretionary earnings; (d) customer, client, account, association, and property-management relationships, contracts, bids, proposals, service schedules, and pricing; (e) employee, staffing, compensation, and subcontractor information; (f) vendor, supplier, equipment, fleet, lease, licensing, and certification information; (g) business plans, methods, know-how, and operational practices; and (h) all notes, analyses, compilations, forecasts, models, studies, summaries, and other materials prepared by or for Recipient or its Representatives that contain, reflect, or are based upon or derived from, in whole or in part, any of the foregoing (“Derivative Materials”).

1.2 Confidential Information does not include information that Recipient demonstrates by written evidence: (a) is or becomes generally available to the public other than as a result of any act or omission of Recipient or any of its Representatives in breach of this Agreement; (b) was lawfully within Recipient’s possession prior to disclosure hereunder, free of any obligation of confidentiality, as evidenced by Recipient’s contemporaneous written records; (c) is lawfully received by Recipient after the Effective Date from a third party not known by Recipient, after reasonable inquiry, to be bound by any obligation of confidentiality to the Seller or the Company; or (d) is independently developed by Recipient without use of, or reference to, any Confidential Information. The burden of establishing any of the foregoing exclusions rests with Recipient.

1.3 “Representatives” means, with respect to Recipient, its directors, managers, officers, and employees, and its attorneys, accountants, and financial advisors, and, if approved in advance in writing by the Seller, its potential debt or equity financing sources, in each case solely to the extent such persons are actively and directly engaged in evaluating a possible Transaction on Recipient’s behalf and have a demonstrable need to know the Confidential Information for that purpose.

1.4 “Trade Secrets” means any Confidential Information constituting a trade secret under the Florida Uniform Trade Secrets Act, Chapter 688, Florida Statutes, the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq., or other applicable law.

1.5 “Transaction Information” means the facts that Confidential Information has been made available to Recipient, that the Company may be or is for sale, that discussions or negotiations concerning a possible Transaction are or may be taking place (including the status, terms, conditions, or termination thereof), and the existence and terms of this Agreement.

2. DISCLOSURE OF COMPANY IDENTITY

2.1 Recipient acknowledges that, consistent with customary practice for confidential sale processes, this Agreement is circulated without identifying the Company or the Seller by name, and that the description of the Company set forth in the Recitals, together with the Seller’s designated contact address set forth in Section 17, is sufficient to identify the subject matter of this Agreement for all purposes. Recipient shall not

assert, and hereby irrevocably waives, any claim or defense that this Agreement is invalid, unenforceable, or lacking in essential terms by reason of such intentional anonymity.

2.2 Promptly following the Seller's countersignature of this Agreement, the Seller shall deliver to Recipient a completed written Notice of Company Identity, delivered as a separate instrument, identifying the Company by its legal name, state of organization, and principal place of business (the "Identity Notice"). Upon delivery, the Identity Notice shall automatically be deemed incorporated into and to form an integral part of this Agreement, and the entity identified therein shall constitute the "Company" for all purposes hereof, without further action by either Party.

2.3 The identity of the Company and of the Seller constitutes Confidential Information hereunder. If Recipient deduces, infers, or otherwise learns the identity of the Company or the Seller at any time, whether before or after delivery of the Identity Notice, such identity shall nonetheless constitute Confidential Information and shall be subject in full to the obligations of this Agreement.

3. NON-DISCLOSURE; NON-USE

3.1 Recipient shall, and shall cause its Representatives to: (a) hold and maintain all Confidential Information in strict confidence; (b) use the Confidential Information solely for the purpose of evaluating, negotiating, and, if applicable, consummating a Transaction with the Seller, and for no other purpose whatsoever, including, without limitation, no purpose competitive with, or detrimental to, the Company or the Seller; and (c) not disclose, publish, disseminate, or otherwise make available any Confidential Information to any person other than its Representatives as expressly permitted by Section 5.

3.2 Recipient shall not, and shall cause its Representatives not to, reverse engineer, analyze, or otherwise exploit the Confidential Information to identify, replicate, or appropriate the Company's customers, contracts, pricing, methods, or personnel other than in furtherance of a Transaction negotiated with the Seller.

4. CONFIDENTIALITY OF THE PROCESS; NO ANNOUNCEMENTS

4.1 Without the Seller's prior written consent, Recipient shall not, and shall cause its Representatives not to, disclose any Transaction Information to any person other than Representatives permitted under Section 5. Recipient shall not make, issue, or cause any press release, public announcement, social-media posting, or other public statement concerning any Transaction Information.

4.2 If Recipient or any of its Representatives receives any inquiry from any third party concerning the Company, the Seller, or a possible Transaction, Recipient shall make no comment and shall promptly notify the Seller in writing of such inquiry.

5. REPRESENTATIVES

5.1 Recipient may disclose Confidential Information only to those of its Representatives who need to know such information for the sole purpose of evaluating a possible Transaction, and only after informing each such Representative of the confidential nature of the Confidential Information and of the terms of this Agreement and directing each such Representative to abide by such terms as if a party hereto.

5.2 Recipient shall be fully responsible and jointly and severally liable for any breach of this Agreement by any of its Representatives, and any act or omission of any Representative that would constitute a breach of this Agreement if committed by Recipient shall be deemed a breach by Recipient. Upon the Seller's written request, Recipient shall promptly provide the Seller with a written list of all Representatives to whom Confidential Information has been disclosed.

6. STANDARD OF CARE

6.1 Recipient shall protect the Confidential Information using at least the same degree of care that it uses to protect its own confidential and proprietary information of like importance, and in no event less than a commercially reasonable degree of care, including appropriate physical, administrative, and technical safeguards against unauthorized access, use, or disclosure.

7. NO CONTACT

7.1 All communications, inquiries, requests for information, and requests for meetings or site visits concerning the Company, the Seller, or a possible Transaction shall be directed solely to the Seller at the contact address set forth in Section 17, or to such other persons as the Seller may designate in writing.

7.2 Without the Seller's prior written consent, Recipient shall not, and shall cause its Representatives not to, directly or indirectly initiate or maintain contact with any employee, officer, subcontractor, customer, client, community association, property manager, supplier, vendor, landlord, lender, insurer, or professional advisor of the Company regarding the Company, its business, or a possible Transaction, and shall not visit any Company premises or job site for purposes related to a possible Transaction except as arranged in advance by the Seller.

8. NON-SOLICITATION; NO-HIRE

8.1 For a period of twenty-four (24) months from the Effective Date, Recipient shall not, and shall cause its affiliates and Representatives acting on its behalf not to, directly or indirectly: (a) solicit for employment or engagement any person who is, or within the six (6) months preceding such solicitation was, an employee or dedicated subcontractor of the Company; provided, that general solicitations of employment (including general advertising and postings) not specifically targeted at such persons shall not, standing alone, breach this clause; (b) hire, employ, or engage any such person whose identity became known to Recipient or its Representatives through the Confidential Information or in connection with the evaluation of a possible Transaction; or (c) use any Confidential Information to solicit, divert, service, or attempt to solicit, divert, or service any customer, client, account, or prospective customer of the Company, or to interfere with any contractual or business relationship of the Company.

8.2 Recipient acknowledges and agrees that the covenants in this Section 8 and in Section 9 are reasonable in scope and duration; that they are supported by the Seller's legitimate business interests within the meaning of Section 542.335, Florida Statutes, including the Company's Trade Secrets, valuable confidential business information, substantial relationships with specific existing customers, and associated goodwill; and that such covenants are reasonably necessary to protect those interests in connection with the contemplated sale of the Company.

9. NON-CIRCUMVENTION

9.1 Recipient shall not, and shall cause its Representatives not to, use any Confidential Information to circumvent, bypass, or compete with the Seller or the Company, including, without limitation, by pursuing, directly or indirectly, any customer, account, contract, bid, lease, employee, acquisition opportunity, or other business opportunity of the Company identified in or derived from the Confidential Information, other than through a Transaction negotiated with, and consented to in writing by, the Seller.

10. LEGALLY COMPELLED DISCLOSURE

10.1 If Recipient or any of its Representatives is requested or required (by deposition, interrogatory, subpoena, civil investigative demand, or similar legal process, or by applicable law, regulation, or stock-exchange rule) to disclose any Confidential Information, Recipient shall, to the extent legally permitted, provide the Seller with prompt prior written notice of such requirement so that the Seller may, at the Seller's expense, seek a protective order or other appropriate remedy or waive compliance with this Agreement. If such protective order or other remedy is not obtained, Recipient (or such Representative) shall furnish only that portion of the Confidential Information that, in the written opinion of its legal counsel, it is legally required to furnish, and shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the information so furnished.

11. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

11.1 Upon the earlier of (a) the Seller's written request or (b) Recipient's determination not to proceed with a Transaction, Recipient shall, within ten (10) business days, return to the Seller or destroy (at the Seller's election) all Confidential Information, including all copies, reproductions, and extracts thereof, shall destroy all Derivative Materials, and shall certify such return and destruction in writing to the Seller by an authorized officer of Recipient.

11.2 Notwithstanding Section 11.1, Recipient may retain (i) one (1) archival copy of the Confidential Information solely to the extent required to comply with applicable law, regulation, or bona fide internal document-retention policies, and (ii) Confidential Information contained in automatically generated electronic back-up systems not readily accessible in the ordinary course; provided, that all information so retained shall remain subject to the obligations of this Agreement for so long as it is retained, notwithstanding any expiration of the Term.

12. NO REPRESENTATIONS OR WARRANTIES; NON-RELIANCE

12.1 Recipient acknowledges and agrees that neither the Seller nor the Company, nor any of their respective representatives, makes any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information, and that none of them shall have any liability to Recipient or its Representatives arising out of or relating to Recipient's use of, or reliance upon, any Confidential Information or any errors therein or omissions therefrom. Recipient agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information, and that only those representations and warranties, if any, expressly set forth in a definitive written agreement for a Transaction, when, as, and if executed and delivered, and subject to the limitations and qualifications contained therein, shall have any legal effect.

13. NO OBLIGATION TO PROCEED; PROCESS

13.1 This Agreement does not constitute or create any obligation of either Party to negotiate, enter into, or consummate a Transaction, to furnish any particular Confidential Information, or to continue discussions, and no contract or agreement providing for a Transaction shall be deemed to exist unless and until a definitive written agreement has been executed and delivered by the Parties. The Seller reserves the right, in the Seller's sole and absolute discretion, to conduct the sale process in such manner as the Seller determines (including negotiating with, and furnishing information to, other prospective purchasers), to reject any proposal, to change or terminate the process at any time, and to cease furnishing Confidential Information to Recipient at any time, in each case without liability.

14. NO LICENSE OR TRANSFER OF RIGHTS

14.1 All Confidential Information is and shall remain the sole property of the Company or the Seller, as applicable. Nothing in this Agreement grants or shall be construed to grant to Recipient or any of its Representatives any license, title, ownership, or other right or interest in or to any Confidential Information or any intellectual property of the Company or the Seller, whether by implication, estoppel, or otherwise.

15. REMEDIES; EQUITABLE RELIEF; ATTORNEYS' FEES

15.1 Recipient acknowledges and agrees that the Confidential Information is of a special, unique, and extraordinary character; that any breach or threatened breach of this Agreement by Recipient or its Representatives would cause the Seller and the Company immediate and irreparable harm for which monetary damages would be an inadequate remedy and difficult to ascertain; and that, in the event of any such breach or threatened breach, the Seller shall be entitled to seek and obtain temporary, preliminary, and permanent injunctive relief and specific performance, without the necessity of posting any bond or other security and without proof of actual damages, in addition to, and not in lieu of, any and all other rights and remedies available at law or in equity, all of which shall be cumulative.

15.2 In any action, suit, or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys' fees and costs, including fees and costs incurred at trial, on appeal, and in any bankruptcy or enforcement proceeding.

16. TERM; SURVIVAL

16.1 The obligations of Recipient under this Agreement shall remain in full force and effect for a period of three (3) years from the Effective Date (the "Term"); provided, that (a) the covenants set forth in Section 8 shall survive for the period stated therein; (b) the obligations of this Agreement with respect to Trade Secrets shall survive for so long as such information remains a trade secret under applicable law; and (c) no expiration of the Term shall relieve Recipient of liability for any breach of this Agreement occurring prior to such expiration.

17. NOTICES

17.1 All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered by electronic mail (provided no automated notice of non-

delivery is received): (a) if to the Seller, to Purchase@FloridaLandscaping.com; and (b) if to Recipient, to the electronic mail address set forth on the signature page hereto, or, in each case, to such other address as a Party designates by notice given in accordance with this Section.

18. GOVERNING LAW; JURISDICTION; VENUE

18.1 This Agreement, and all claims and causes of action arising out of or relating to it (whether sounding in contract, tort, statute, or otherwise), shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict-of-laws principles that would require the application of the laws of another jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the State of Florida for any such action, suit, or proceeding, irrevocably waives any objection to jurisdiction, venue, or the convenience of the forum in any such court, and agrees that service of process may be made by any means permitted by such courts or by notice given in accordance with Section 17.

19. WAIVER OF JURY TRIAL

19.1 EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. MISCELLANEOUS

20.1 Entire Agreement; Amendment. This Agreement (including the Identity Notice, upon delivery) constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications, written or oral, with respect thereto. This Agreement may be amended only by a written instrument signed by both Parties.

20.2 No Waiver. No failure or delay by the Seller in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof. No waiver shall be effective unless set forth in a writing signed by the Party granting it.

20.3 Severability; Reformation. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties expressly authorize and request that any court of competent jurisdiction modify, reform, or “blue-pencil” any such provision, including pursuant to Section 542.335, Florida Statutes, to the minimum extent necessary to render it valid and enforceable while giving maximum effect to the Parties’ original intent.

20.4 Assignment; Successors; Third-Party Beneficiary. Recipient may not assign this Agreement or any rights or obligations hereunder without the Seller’s prior written consent, and any purported assignment in violation hereof shall be void. The Seller may assign this Agreement to the Company or to any successor in interest. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. The Company is an intended third-party beneficiary of this Agreement and shall be entitled to enforce it as though a Party hereto.

20.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission (including PDF and recognized electronic-signature platforms) shall be deemed original signatures for all purposes.

20.6 Construction. The headings herein are for convenience only and shall not affect interpretation. The Parties acknowledge that each has had the opportunity to review this Agreement with counsel, that this Agreement shall be deemed jointly drafted, and that no presumption or rule of construction shall apply against either Party as drafter. As used herein, “including” means “including, without limitation,” and “person” includes any individual or entity.

20.7 Multiple Recipients. If more than one person or entity executes this Agreement as Recipient, the covenants and obligations of each such person or entity hereunder shall be joint and several, each reference in this Agreement to “Recipient” shall be deemed to refer to each and all of them, and delivery of the Identity Notice to any one of them shall constitute delivery to all.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, to be effective as of the Effective Date.

RECIPIENT

Individual Name: _____

Entity / Company: _____

By (Signature): _____

Printed Name: _____

Title: _____

Email Address for Notices: _____

Address: _____

Date: _____

SECOND RECIPIENT (if applicable)

Individual Name: _____

Entity / Company: _____

By (Signature): _____

Printed Name: _____

Title: _____

Email Address for Notices: _____

Address: _____

Date: _____

SELLER (countersignature; the Identity Notice is completed and delivered to Recipient upon countersignature)

By (Signature): _____

Printed Name: _____

Title: _____

Date of Countersignature (Effective Date): _____