

NON-DISCLOSURE AGREEMENT (NDA)

1. THE PARTIES. This Non-Disclosure Agreement (“Agreement”), created on the undersigned date, is by and between:

Disclosing Party Name: Oconnor, Street Properties LLC

Receiving Party Name:

The Disclosing Party and the Receiving Party are referred to herein as a “Party” and, collectively, as the “Parties.”

This Agreement is made by the Parties to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

2. TYPE OF NDA.

Unilateral. This Agreement shall be considered unilateral. Therefore, the Disclosing Party shall have sole ownership of the Confidential Information, while the Receiving Party shall be prohibited from disclosing confidential and proprietary information.

3. PURPOSE. The purpose of this Agreement is for: Sale of real estate prefinished lots

4. CONFIDENTIAL INFORMATION. For the purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party’s business, assets, operations or contracts, furnished to the other Party and/or the other Party’s affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

- (a) information generally available to the public;
- (b) widely used programming practices or algorithms;
- (c) information rightfully in possession of the Parties prior to signing this Agreement; and
- (d) information independently developed without the use of any of the provided Confidential Information.

This Section shall not apply to the Disclosing Party if this Agreement is Unilateral as marked in Section II.

7. INTEGRATION. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

9. ENFORCEMENT. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

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

Date: June 1, 2025

Authorizing Party Signature: _____ Title: _____ Date: _____

Print Company Name: