MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT

This **MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT** (the "Agreement") is made this _____ day of October 2026, by and between: Steel Pier Associates, LLC, a New Jersey Limited Liability Company, and its affiliates and agents (hereinafter, "Steel Pier") with principal offices at 1000 Boardwalk, Atlantic City, NJ 08401, and Serhant, Real Estate Inc. and affiliates and agents (hereinafter, "Company") with principal offices at _____. Each of Steel Pier and Company is a "Party" to this Agreement and may be collectively referred to as "Parties."

WHEREAS, the Parties wish to enter into discussions to evaluate potential business relationships and/or transactions between them. The discussions may necessitate the disclosure of non-public information concerning the business and affairs of each Party, and potentially, of Affiliates[1] of a Party, which the Party disclosing the information (the "Discloser") considers confidential or proprietary, and which the Party receiving the information (the "Recipient") agrees to treat in confidence and to protect in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the Parties agree as follows:

1.1 Definition of Confidential Information. "Confidential Information" shall include any and all information and any and all ideas, in whatever form, tangible or intangible, not generally known outside of the Parties that has or could have commercial value or other utility in the business in which the Parties are engaged or contemplate engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Parties. By example and without limiting the foregoing definition, Confidential Information shall include, but is not limited to, the following:

a. contracts, licenses, supply and distribution agreements, employment agreements and all other agreements and instruments;
b. formulas, designs, inventions, innovations, patents, patent applications, discoveries, improvements, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, data, know-how, formats, test results, business models and processes and research projects;
c. information about pricing, costs, profits, markets, sales, contracts and lists of customers, potential customers, distributors or potential partners;
d. business, marketing and strategic plans;
e. forecasts, financial information, budgets, projections and customer identities, characteristics and agreements;
f. the identities of specific employees, subsidiaries and affiliates of either Party; and
g. information about financing options and structures, suppliers, design-build partners, contractors, capitalization strategies and options, investors and member ownership.

1.2 Confidential Information shall also be deemed to include all notes, memoranda, and other documentation of Recipient and/or Recipient's Affiliates, officers, directors, employees, agents, representatives and advisors (hereinafter, "Representatives") relating to, derived from, and/or incorporating Discloser's Confidential Information.

2. A Recipient of Confidential Information shall:
   a. use the same degree of care to preserve the secrecy and confidentiality of the Confidential Information and to avoid the unauthorized disclosure of the Confidential Information to third Parties as it uses with respect to its own confidential, proprietary or trade secret information, but, not less than a reasonable degree of care;
   b. ensure that all employees or Representatives to whom the Confidential Information is disclosed under this Agreement (a) have a need to know the Confidential Information, and (b) are aware of and agree to abide by the confidentiality obligations contained herein (in addition, each Representative to whom Confidential Information of the Disclosing Party is to be disclosed shall execute, prior to disclosure, an Acknowledgement in the form attached hereto as Exhibit A);
   c. to the extent required to disclose Confidential Information by law or government regulation (including securities laws and/or exchange regulations), give Discloser reasonable notice prior to such and

[1] For purposes of this Agreement, an Affiliate of a Party is an entity controlling, controlled by, or under common control with, that Party.

cooperate (at Discloser's expense) to reasonably assist Discloser in obtaining a protective order or other suitable protection (if available); and

d. immediately give notice to Discloser of any unauthorized disclosure of Confidential Information of which it is aware and assist Discloser in remedying such unauthorized disclosure.

3. As used herein, "Confidential Information" does not include:

a. information which has become publicly available other than through a breach of this Agreement;
b. information lawfully in the possession of the Recipient before its disclosure under this Agreement took place;
c. information obtained from a third Party without breach of the third Party's obligations of confidentiality; or
d. information independently developed by the Recipient.

4. All Confidential Information is disclosed "AS IS" and without any warranty, express, implied or otherwise regarding its accuracy or performance. The disclosure of Confidential Information under this Agreement does not oblige either Party to disclose additional Confidential Information or to enter into any further agreement with the other Party. The Parties are independent contractors, and no partnership, joint venture or other relationship is contemplated or created hereby.

5. All Confidential Information is and shall remain the property of Discloser as between the Parties, and no license or any rights under any patent, registered design, copyright, design right or any intellectual property or similar right belonging to either Party is implied or granted under this Agreement.

6. Disclosures of Confidential Information under this Agreement may not be made for a period of 1 (one) year from the date of this Agreement (the "Disclosure Period") unless otherwise agreed in writing between the Parties. The obligations and restrictions in this Agreement will last during the Disclosure Period, and for a further period of 1 (one) year from the expiration of the Disclosure Period.

7. A Recipient of Confidential Information shall immediately on request of the Discloser (a) return all copies of Confidential Information received by it to the Discloser, or (b)(i) at Discloser's option, destroy all such copies, and (ii) as appropriate, certify such return or such destruction in writing to the Discloser.

8. Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, except that each Party shall have the right to assign this Agreement without consent to an Affiliate.

9. This Agreement shall be governed in all respects by the laws of the State of New Jersey. The Parties hereby consent to the exclusive jurisdiction of a competent court located in Atlantic County in the State of New Jersey for all disputes arising under this Agreement.

10. Recipient acknowledges that (a) any breach of any of the promises or agreements herein may result in irreparable and continuing damage to Discloser for which there will be no adequate remedy at law, and (b) in the event of breach, Discloser shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

11. Should any provision of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

12. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, supersedes any and all other agreements between them concerning Confidential Information, and can only be amended in writing, signed by both Parties. The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by authorized representatives, effective as of the date first written above.

By:	_____	By:	_____
Name:	Anthony Catanoso	Name:	Michele Zyska
Title:	Managing Member ("Steel Pier")	Title:	Broker ("Company")
Date:		Date:	

EXHIBIT A

Acknowledgement

(To be used when a Third Party is added to the Transaction after the Effective Date)

The undersigned hereby acknowledges that he or she has read the Confidentiality Agreement dated as of October _____, 2026, by and between Steel Pier and Company (the "Agreement"), and hereby agrees that, in consideration of being provided access to certain Confidential Information of the Disclosing Party, he or she will be bound by the provisions of the Agreement as if he or she were the Receiving Party thereunder. All capitalized terms used in this Acknowledgement and not defined herein shall have the meanings given to such terms in the Agreement.

By: _____

Name:

Title: ("Party")

Company:

Adress:

Phone Number:

E-mail Address:

Date: