

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**"), dated as of February 1, 2024 (the "**Effective Date**"), is entered into between Marvel Estates, LLC, an Arizona limited liability company ("**Owner**"), and _____, an Arizona limited liability company ("**Recipient**").

RECITALS

- A. In connection with the sale of the real property located at 2510 W. Greenway Rd. in Phoenix, AZ (the "**Purpose**"), Owner may disclose valuable proprietary information to Recipient relating to agreements and/or contractual arrangements between Owner and Community Bridges, Inc. ("**CBI**").
- B. The parties would like to protect the confidentiality of, establish their respective rights in and prevent the unauthorized use and disclosure of such information.

AGREEMENT

NOW THEREFORE, based on the premises, mutual covenants, and terms and conditions herein, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means, regardless of whether oral or written, all contractual arrangements and/agreements between Owner and CBI, and all documents and communications associated with or arising out of such agreements and/or contractual arrangements.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner and CBI by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner and CBI which provides the Owner and CBI with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration of Owner furnishing Recipient with the Confidential Information and as a condition precedent thereto, Recipient hereby agrees, for the benefit of Owner and CBI, as follows:

A. No Disclosure. Recipient will hold the Confidential Information in confidence and, except as expressly provided in this Agreement, will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner. If any court or governmental authority requires Recipient to disclose any portion of the Confidential Information, Recipient shall, to the extent permitted by law, (a) provide Owner with prompt written notice of such requirement and (b) cooperate with Owner in a commercially reasonable manner in obtaining any protective order or other remedy sought by Owner with respect to such requirement. If no such protective order or other remedy is

obtained, then Recipient may disclose only that portion of the Confidential Information that in the reasonable opinion of its legal counsel is legally required to be disclosed, and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

B. No Copying/Modifying. The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

C. Unauthorized Use. The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information, and will reasonably cooperate with Owner to regain possession of the Confidential Information and prevent its further unauthorized use. In any event, Recipient shall be responsible for any violation of this Agreement by Recipient and its representatives, employees or any other parties that receive the Confidential Information from Recipient.

D. Application to Employees. The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner and/or CBI will be entitled to an injunction without the necessity of proving actual damages or posting any bond or other security to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner and/or CBI will not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all originals, copies, reproductions and summaries containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

V. CBI AS BENEFICIARY OF THIS AGREEMENT. The Parties agree that CBI is a third-party beneficiary to this Agreement. CBI has the authority to enforce this Agreement and Recipient is liable to Owner and CBI for any breach of this Agreement.

VI. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use for the Purpose as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the

Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. INDEMNITY. Recipient agrees to defend, indemnify, and hold harmless Owner and CBI, and their officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from Recipient's material breach of any duty, representation, or warranty under this Agreement.

VIII. ATTORNEY'S FEES. In any legal action concerning this Agreement, the prevailing entity shall be entitled to recover reasonable attorney's fees and costs from the breaching party.

IX. TERM. The obligations of this Agreement shall survive for a period of three (3) years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement.

X. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality and merges all prior discussions between them as Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law rules. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

OWNER:

Marvel Estates, LLC

By: _____
[Name]

RECIPIENT:

By: _____
[Name]