

MUTUAL NON-DISCLOSURE AGREEMENT

Approved by counsel -- October 2, 2026. Fill in the bracketed fields per counterparty.

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date"), by and between:

Assets Compass LLC, located at 7536 Windsor Dr., Parkland, FL 33067 ("Assets Compass"),

and

[PROSPECT NAME], with an address of [ADDRESS] ("Counterparty"),

each a "Party" and collectively the "Parties."

RECITALS

The Parties wish to explore a potential business relationship relating to hospitality asset advisory services, which may include red-flag scans, decision cards, underwriting, feasibility analysis, and hotel health checks (the "Purpose"). In connection with the Purpose, each Party may disclose confidential information to the other.

1. Definition of Confidential Information.

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, visually, or in writing, that is designated as confidential or that, given the nature of the information or the circumstances of disclosure, reasonably should be understood to be confidential. Confidential Information includes, without limitation: profit and loss statements, STR reports, financial projections, operating data, occupancy and rate information, franchise and management agreements, property improvement plans, property condition assessments, deal terms, valuations, business plans, marketing strategies, and the existence and content of discussions between the Parties.

2. Purpose Limitation.

The Receiving Party shall use Confidential Information solely for the Purpose and for no other purpose.

3. Obligations of the Receiving Party.

The Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any person except its Representatives (defined below) who have a need to know for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement; (c) not copy or reproduce Confidential Information except as reasonably necessary for the Purpose; and (d) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. "Representatives" means a Party's officers, directors, employees, advisors, and agents.

4. Exclusions.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party without a duty of confidentiality, as evidenced by written records; (c) is independently developed by the Receiving Party without use of or reference to Confidential Information; or (d) is disclosed pursuant to legal process, provided the Receiving Party gives prompt notice to the Disclosing Party (to the extent legally permitted) so the Disclosing Party may seek a protective order.

5. Term.

This Agreement takes effect on the Effective Date and the obligations in Section 3 survive for two (2) years from the date of disclosure of the applicable Confidential Information.

6. Return or Destruction.

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information (including copies) and certify destruction in writing, except that the Receiving Party may retain one archival copy to the extent required by law or bona fide record-retention policies, which copy remains subject to this Agreement.

7. No License; No Obligation.

Nothing in this Agreement grants any intellectual property rights or obligates either Party to enter into any further agreement or transaction.

8. Remedies.

Each Party acknowledges that breach may cause irreparable harm for which monetary damages would be inadequate, and the Disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law or in equity.

9. Governing Law.

This Agreement shall be governed by the laws of the State of [STATE], without regard to conflict-of-law principles.

10. General.

This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions. It may not be amended except in a writing signed by both Parties. If any provision is held unenforceable, the remaining provisions continue in full force. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSETS COMPASS LLC

Signature: _____

Name: _____

Title: _____

Date: _____

[COUNTERPARTY]

Signature: _____

Name: _____

Title: _____

Date: _____