MUTUAL NON-DISCLOSURE AGREEMENT

Michael Casey Luxury Real Estate, LLC | Private South Florida Real Estate

CLIENT / OTHER PARTY INFORMATION	
Full legal name of individual or entity:	_____
If entity, authorized representative:	_____
Title / capacity:	_____
Effective date (date of last signature):	_____

This Mutual Non-Disclosure Agreement ("NDA") is entered into between Michael Casey Luxury Real Estate, LLC and the individual or entity identified above ("Client"). Michael Casey Luxury Real Estate, LLC and Client may each be a "Party" and together the "Parties." Each Party may disclose Confidential Information to the other in connection with the Purpose below.

Attorney-review notice. This form is a template for attorney review and is not legal advice. Confirm the Parties' legal names, authority to sign, and all terms before use.

KEY TERMS

Purpose	Evaluating, discussing and, if separately agreed, carrying out a potential real estate relationship involving buying, selling, leasing, building or investing in property, including related housing, relocation and advisory discussions.
Effective Date	The date of the last signature below.
Term of NDA	Three (3) years from the Effective Date, unless terminated earlier under Section 6.
Confidentiality Period	Five (5) years after expiration or termination of this NDA; for information qualifying as a trade secret under applicable law, for as long as it continues to qualify as a trade secret.
Governing Law	The laws of the State of Florida, USA.
Courts	State courts located in Palm Beach County, Florida, and the United States District Court for the Southern District of Florida.

ADDITIONAL TERMS

1. Each Party's Confidential Information includes nonpublic client identities, contact details, family and housing needs, budgets, financial information, schedules, security arrangements, property interests, offers, negotiation positions, private documents, and Michael Casey Luxury Real Estate, LLC's nonpublic business methods, contacts and transaction plans, when disclosed in connection with the Purpose.

2. Neither Party may use the other Party's name, likeness, confidential property details or the existence of the relationship in publicity, social media, testimonials or marketing without that Party's prior written consent. This restriction does not prevent permitted disclosures under Section 5.

3. Nothing in this NDA limits legally required real estate disclosures, record retention, lawful reporting to government authorities, or compliance with applicable law. This NDA is not a brokerage, agency, listing, buyer representation, commission, purchase or other real estate services agreement, and does not create exclusivity or an obligation to proceed. Any such relationship requires a separate agreement.

STANDARD TERMS

1. Introduction

This NDA allows each Party ("Discloser") to disclose its Confidential Information to the other Party ("Recipient"). The Purpose, Effective Date, Term of NDA, Confidentiality Period, Governing Law and Courts above are the "Key Terms." The Additional Terms and these Standard Terms together form this NDA.

2. Confidential Information

"Confidential Information" means information, including technical or business information, product designs or roadmaps, requirements, pricing, security and compliance documentation, technology, inventions or know-how, disclosed by or on behalf of Discloser to Recipient in connection with the Purpose, in any form, which (a) Discloser identifies as "confidential" or "proprietary" or (b) should reasonably be understood as confidential or proprietary due to its nature and the circumstances of disclosure. Each Party's Confidential Information also includes the existence and status of the Parties' discussions and information specified in the Key Terms and Additional Terms.

3. Use and Protection of Confidential Information

Recipient will: (a) use Confidential Information only for the Purpose; (b) not disclose Confidential Information to third parties without Discloser's prior approval, except pursuant to Section 5; (c) protect Confidential Information using at least the same precautions Recipient uses for its own similar information and no less than a reasonable standard of care; (d) not remove proprietary markings from Confidential Information or reverse engineer technology provided as Confidential Information; and (e) not export Confidential Information or any direct product of Confidential Information in violation of export laws.

4. Exceptions

Recipient's obligations do not apply to information that Recipient can document: (a) is or becomes publicly available through no fault of Recipient; (b) Recipient rightfully knew or possessed before receipt from Discloser without confidentiality restrictions; (c) Recipient rightfully received from a third party without confidentiality restrictions; or (d) Recipient independently developed without using or referencing Confidential Information.

5. Permitted Disclosures

(a) Representatives. Recipient may disclose Confidential Information to employees, agents, advisors, contractors and other representatives having a legitimate need to know for the Purpose, provided those representatives are bound by confidentiality obligations no less protective of Discloser than this NDA and Recipient remains responsible for their compliance. Each Party may also disclose the terms of this NDA, in confidence, to its current or prospective investors, lenders or acquirers.

(b) Required by Law. Recipient may disclose Confidential Information to the extent required by law, subpoena or court order, provided, to the extent legally permitted, Recipient gives Discloser reasonable advance notice and reasonably cooperates, at Discloser's expense, with efforts to obtain confidential treatment.

6. Term and Termination

This NDA starts on the Effective Date and expires at the end of the Term of NDA. Either Party may terminate this NDA for any or no reason upon notice to the other Party. Recipient's obligations relating to Confidential Information survive for the Confidentiality Period despite expiration or termination.

7. Return or Destruction of Confidential Information

When this NDA expires or terminates, or upon Discloser's request, Recipient will: (a) cease using Confidential Information; (b) promptly after request, destroy all Confidential Information in Recipient's possession or control or return it to Discloser; and (c) if requested, confirm compliance in writing. Recipient may retain Confidential Information under standard backup or record-retention policies or as required by law, but this NDA continues to apply to retained Confidential Information.

8. Proprietary Rights

Discloser retains all intellectual property and other rights in its Confidential Information, and disclosure grants no license under those rights. Nothing prohibits Recipient from developing products, concepts, systems or techniques similar to or competitive with those described in Confidential Information, provided Recipient does not violate this NDA.

9. Disclaimer

Confidential Information is provided without warranties, "AS IS" and with all faults.

10. Governing Law and Courts

The Governing Law governs this NDA and any action arising out of or relating to it, without reference to conflict-of-law rules. The Parties will adjudicate any such action in the Courts and each Party consents to the exclusive jurisdiction and venue of the Courts. Either Party may seek equitable relief or enforcement of a judgment in any court of competent jurisdiction.

11. Equitable Relief

A breach of this NDA may cause irreparable harm for which monetary damages are an insufficient remedy. Upon a breach, Discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

12. General

Neither Party has an obligation under this NDA to disclose Confidential Information or proceed with any proposed transaction. Neither Party may assign this NDA without the prior approval of the other Party, except in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This NDA binds and benefits each Party's permitted successors and assigns. Waivers must be signed by the waiving Party's authorized representative and cannot be implied from conduct. Amendments must be in writing and signed by each Party's authorized representatives. If any provision is held unenforceable, it will be limited to the minimum extent necessary so the rest remains effective. This NDA, including the Key Terms and Additional Terms, is the Parties' entire agreement regarding its subject matter and supersedes prior or contemporaneous agreements, statements or representations regarding that subject matter. Headings are for convenience only, and 'including' and similar terms are construed without limitation. Notices, requests and approvals must be sent in writing to the email or postal addresses specified below and are deemed delivered on receipt. This NDA may be executed in counterparts, including electronic copies, each deemed an original and together forming the same agreement.

SIGNATURES

Agreed by each Party's authorized representative as of the Effective Date. The Key Terms, Additional Terms and Standard Terms form this agreement.

CLIENT / OTHER PARTY

Full legal name: _____

Authorized signer (if entity): _____

Title / capacity: _____

Signature: _____ Date: _____

Notice email: _____

Notice postal address: _____

_____

MICHAEL CASEY LUXURY REAL ESTATE, LLC

Authorized signer: Michael Casey, for and on behalf of Michael Casey Luxury Real Estate, LLC

Signature: _____ Date: _____

Notice email: michael@michaelcaseyluxury.com

Notice postal address: 120 S Olive Ave. Suite 304, West Palm Beach, FL 33401

RETURN INSTRUCTIONS

Complete the client details, sign and date, and email the entire agreement to michael@michaelcaseyluxury.com.
Michael Casey Luxury Real Estate, LLC will arrange countersignature. Keep the fully signed copy for your records.
Downloading or emailing this document does not itself sign it or create real estate representation.
Standard terms adapted from Bonterms Mutual NDA Version 1.0 (Signable Version), CC BY 4.0. Attorney review recommended.