

NON-DISCLOSURE AND NON-RELIANCE AGREEMENT

THIS NON-DISCLOSURE AND NON-RELIANCE AGREEMENT (this “**Agreement**”) is entered into between NEXTGEN COLLECTORS, LLC, a Florida Limited Liability Corporation (the “**Disclosing Party**”) and the undersigned (the “**Receiving Party**”) as of _____, 2026 (the “**Effective Date**”), to protect the confidentiality of certain confidential information of the Disclosing Party to be disclosed under this Agreement solely for use (the “**Permitted Use**”) in evaluating or pursuing a transaction (the “**Potential Transaction**”). The Disclosing Party and the Receiving Party may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

1. As used herein, the “**Confidential Information**” shall mean any information, whether or not designated as confidential, disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly in writing, orally, electronically or by delivery of tangible objects, including, but not limited to confidential or proprietary information, including without limitation, (i) concepts, ideas, inventions (whether patented or unpatented), models, diagrams, designs, data, documents, research, studies, analyses, forecasts, processes, procedures, systems, technology, intellectual property, source code, trade secrets, business plans or opportunities, business strategies, marketing plans or opportunities, marketing strategies, product development plans or opportunities, future projects or products, projects or products under consideration, and information relating to finances, costs, prices, suppliers, vendors, customers and employees; and (ii) any information that contains, reflects, or is based upon, in whole or in part, any Confidential Information furnished to the Receiving Party by the Disclosing Party, including any notes, analyses, compilations, studies, interpretations, memoranda or other documents or tangible objects.

2. The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its Representatives (as defined below) makes or has made any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information, and none of them shall have any liability to the Receiving Party or any of its Representatives resulting from the use of, or any reliance on, the Confidential Information. The Receiving Party is responsible for making its own independent investigation and evaluation of the Potential Transaction and any decisions relating thereto and shall not rely on any Confidential Information as a promise, projection, or guaranty of future performance or results. Only those representations and warranties that are made by the Disclosing Party in a final, definitive written agreement regarding the Potential Transaction, if and when executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect. Nothing in this Agreement shall obligate the Disclosing Party to disclose any particular information or to update, correct, or supplement any Confidential Information previously disclosed, and the Disclosing Party may, in its sole discretion, terminate discussions or negotiations regarding the Potential Transaction at any time.

3. Subject to Sections 4 and 9, the Receiving Party agrees that at all times it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party (irrespective of whether such Confidential Information was received prior to, on or after the Effective Date), except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party shall only permit access to Confidential Information of the Disclosing Party to those of its affiliates and each of their respective directors, officers, employees, auditors, appraisers/valuation consultants or legal counsel (the foregoing collectively referred to herein as “**Representatives**”) having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Subject to Sections 4 and 5, the Receiving Party further agrees that it will not disclose to any third party other than its Representatives the fact that the Confidential Information has been made available to Receiving Party or that any discussions or negotiations are taking place regarding the Potential Transaction or the terms thereof. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party. A Receiving Party shall be liable for a breach of this Agreement by its Representatives.

4. The Receiving Party shall not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Confidential Information: (i) was in the public domain at the time it was disclosed to the Receiving Party; (ii) entered the public domain subsequent to the time it was disclosed to the Receiving Party without a breach of this Agreement by the Receiving Party or its Representatives; (iii) was in the Receiving Party’s or its Representative’s possession free of any obligation of confidence at the time it was disclosed to Receiving Party; (iv) was communicated to the Receiving Party or its Representatives from a

source other than the Disclosing Party, *provided* that Receiving Party is not aware at such time that such source was bound by a confidentiality agreement with respect to such information; or (v) was developed by Receiving Party or its Representatives independently of and without the benefit of the Confidential Information.

5. Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent the disclosure is required by law, regulation or legal or regulatory process (collectively, “**Law**”) or requested by any governmental or self-regulatory body having jurisdiction (collectively, “**Regulators**”), *provided that* the Receiving Party provides the Disclosing Party with prompt written notice (email being sufficient) of such disclosure (to the extent permitted by Law and Regulators and except in the case of routine audits by governmental bodies) and makes a commercially reasonable effort to assist the Disclosing Party in Disclosing Party’s efforts in obtaining a protective order preventing or limiting the disclosure. In the absence of a protective order or other appropriate remedy, or if the Disclosing Party waives compliance with the terms of this Agreement, Receiving Party may disclose only that portion of Confidential Information that its legal counsel advises it is so required by Law or requested by Regulators to be disclosed without liability hereunder.

6. Upon written request of the Disclosing Party, to the extent not prohibited by Law or Regulators, Receiving Party shall promptly return or destroy (at Disclosing Party’s option) all Confidential Information and all copies thereof.

7. The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Receiving Party hereto shall not make, have made, use, offer or sell for any purpose any product or other item (whether tangible or intangible) using, incorporating or derived from any Confidential Information of the Disclosing Party, except as otherwise permitted herein.

8. The Receiving Party shall not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by the Receiving Party of any Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This Agreement shall terminate two (2) years after the Effective Date. Each Party’s obligations hereunder shall be binding upon such Party’s permitted heirs, successors and assigns.

10. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing Party in a final non-appealable judgment of a court of competent jurisdiction shall be entitled to recover, in addition to any other damages assessed or relief afforded, its reasonable attorney fees and costs incurred in litigating or otherwise settling or resolving such dispute hereunder.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in the State of Florida, and the Parties hereby consent to the exclusive personal jurisdiction and venue of these courts. The Parties hereby waive the right to trial by jury in connection with any action arising under or related to this Agreement.

12. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all written or oral agreements, understandings, communications and negotiations between the Parties with respect to such matters. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The delivery by facsimile or electronic transmission of an executed copy of this Agreement shall be deemed valid as if an original document was delivered. This Agreement may not be amended except by a writing signed by both Parties hereto.

13. This Agreement shall not obligate either Party to enter into a business relationship, enter into any other agreements or negotiations with the other Party hereto, or to refrain from entering into agreements or negotiations with any other Party.

14. The Receiving Party acknowledges that its breach of this Agreement may cause irreparable damage to the Disclosing Party and hereby agrees that the Disclosing Party shall be entitled to seek injunctive relief under this Agreement without the necessity of posting any bond, as well as such further relief as may be granted by a court of competent jurisdiction.

15. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

16. Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, *except that* a Party may assign the Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets.

17. The Receiving Party shall not export, directly or indirectly, any technical data acquired from the Disclosing Party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

18. All notices required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

NEXTGEN COLLECTORS, LLC

RECEIVING PARTY

By: _____
Stephen J. Helfman, Manager

By: _____
NAME: _____
TITLE: _____