

NON-DISCLOSURE AGREEMENT (NDA)

I. The Parties.

This Mutual Non-Disclosure Agreement (“Agreement”), effective as of December 29, 2025 (“Effective Date”), is entered into by and between:

- **Party A:** The Homer Inn & Spa, located at 895 Ocean Drive Loop, Homer AK 99603 (“Party A”)
- **Party B:** _____ (“Party B”).

II. Party A and Party B desire to enter into discussions regarding a possible negotiated transaction between them (the “Possible Transaction”). In the course of their discussions, negotiations and due diligence regarding the Possible Transaction, each Party may disclose information that is of a confidential and proprietary nature solely for the internal evaluation of by either Party the feasibility and desirability of the Possible Transaction (the “Permitted Use”). The Parties wish to protect the confidentiality of such information and prevent the intended or unintended disclosure of same.

III. Confidential Information.

“Confidential Information” means all proprietary information owned by either Party and not generally known to the public or in the relevant trade or industry, communicated orally, written, electronically, or in any form. This includes, but is not limited to: business processes, client lists, financial data, trade secrets, technical know-how, guest information, marketing strategies, operations, designs, specifications, and other information pertaining to the operations of The Homer Inn & Spa or Party B.

IV. Non-Disclosure.

The Parties agree to:

- (a) hold Confidential Information in strict confidence;
- (b) not use Confidential Information for personal gain or to the detriment of the disclosing Party;
- (c) implement measures to protect against disclosure;
- (d) not disclose the existence of discussions, negotiations, or the Confidential Information itself without written consent, except that the Receiving Party may disclose Confidential Information to its Representatives on a need-to-know basis in accordance with the Permitted Use and subject to the restrictions contained herein;
- (e) ensure confidentiality obligations extend to employees, representatives, successors, and assigns.

V. Representatives.

As used herein, the term “Representatives” shall mean directors, officers employees, agents (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors), debt and equity financing sources, and legal counsel.

VI. Exceptions.

The obligations herein do not apply to information that:

- is already public through no fault of the receiving Party,
- was lawfully obtained prior to disclosure,
- is independently developed without reference to Confidential Information,
- must be disclosed under court/government order (with prior notice when possible), or
- is approved for release in writing by the disclosing Party.

VII. Use of Confidential Information.

Confidential Information shall be used only for the purpose of evaluating or conducting business with the other Party. Internal disclosures are permitted only on a need-to-know basis, with notice that such information is confidential.

VIII. Term.

This Agreement remains in effect for two (2) years from the date of execution with respect to Confidential

Information disclosed, unless otherwise terminated in writing by both Parties.

IX. Return of Materials.

Upon termination of discussions or request, both Parties shall promptly return or destroy all documents, files, media, or property containing Confidential Information.

X. Indemnification.

Each Party shall indemnify and hold the other harmless against losses, claims, or damages caused by any breach of this Agreement.

XI. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Alaska.

XII. Entire Agreement.

This document constitutes the entire understanding between the Parties and supersedes any prior agreements regarding Confidential Information. It may not be amended except in writing, signed by both Parties.

XIII. Counterparts.

This Agreement may be executed in counterparts, each deemed an original but together one and the same document.

IN WITNESS WHEREOF:

Party A – The Homer Inn & Spa

Signature: _____

Date: _____

Name & Title: _____

Party B – _____

Signature: _____

Date: _____

Name & Title: _____