

## NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (this “Agreement”), is dated as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between CAPSTONE CAPITAL USA, LLC, a Wyoming Limited Liability Corporation, hereinafter “CAPSTONE” and \_\_\_\_\_, hereinafter “\_\_\_\_\_”, a \_\_\_\_\_ corporation, its partners, assigns, subsidiaries, entities, agents, employees, representatives, and any individual and/or entity affiliated with said parties, hereinafter “2<sup>nd</sup> Party”.

2<sup>nd</sup> Party hereby agrees to the following terms and conditions regarding any properties provided by the Bank for due diligence and consideration for possible purchase and acquisition. NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

**1. Confidential Information.** The Bank may provide Confidential Information to 2<sup>nd</sup> Party in accordance with the terms of this Agreement. For the purposes hereof, “Confidential Information” means information or material proprietary to Seller (the Bank’s Client) and not generally known by persons not associated with Seller. Confidential Information includes, but is not limited to, real estate and other due diligence information concerning the Properties, as well as agreements, contracts, licenses and other information of a technical, financial or business nature relating to Properties. Confidential Information also includes any information described above obtained from another party which Seller treats as proprietary or designates as Confidential Information, whether or not owned by Seller. The term “Confidential Information” does not include information which (a) is already known to 2<sup>nd</sup> Party prior to receipt from the Bank as evidenced by prior documentation thereof or has been independently developed by the 2<sup>nd</sup> Party; (b) is or becomes generally available to the public other than as a result of a disclosure by a party to this Agreement or such party’s representatives or any other party bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a party to this Agreement or any other party with respect to such information; (c) becomes available to the Company on a non-confidential basis from a source other than Seller or any of their representatives, provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a party to this Agreement or any other party with respect to such information; or (d) is disclosed pursuant to a requirement of a court, administrative agency or other governmental body or is disclosed pursuant to applicable law, rule or regulation.

**2. Limited Purpose.** 2<sup>nd</sup> Party agrees that the Confidential Information will be used by it solely for the purpose of its evaluation of Properties in order to determine whether it wishes to submit a sealed bid for the purchase thereof.

**3. Protection/Nondisclosure.** 2<sup>nd</sup> Party shall not directly or indirectly disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information to any person or entity at any time without the prior written consent of, which consent may be withheld in the sole discretion of the Bank; provided, however, that 2<sup>nd</sup>

Party may disclose all or any part of the Confidential Information only to such of its employees, agents, advisors, representatives or third parties as may be reasonably required with respect to the purpose described in Section 2 above. 2<sup>nd</sup> Party covenants and agrees to exercise all necessary steps to, and to cause its employees, agents, advisors, and representatives and other third parties, to safeguard the confidentiality of the Confidential Information and not to disclose any part of it or any information derived there from to any third party. The Company shall require any of its employees, agents, advisors or representatives or any other third party to whom 2<sup>nd</sup> Party discloses any Confidential Information in accordance with the terms and conditions hereof to agree to comply with the provisions of this Agreement. Promptly upon completion of 2<sup>nd</sup> Party's review of the Confidential Information or at the request of the Bank, 2<sup>nd</sup> Party shall return all of the Confidential Information and any copies thereof to the Bank and/or agrees to erase, delete or destroy any notes, documents, magnetic media or other computer storage which contain any information copied or derived from the Confidential Information.

**4. Termination.** This Agreement and all of the terms, conditions and provisions hereof will terminate in their entirety upon the earlier to occur of (i) the date that is one (1) year from the initial date of the disclosure of any Confidential Information hereunder and (ii) the date on which the Property is acquired by 2<sup>nd</sup> Party, except that protection for Confidential Information which is identified by the Bank as trade secrets will not terminate until such time as trade secret protection ceases.

**5. Miscellaneous.** (a) 2<sup>nd</sup> Party may not assign or otherwise transfer this Agreement or any of 2<sup>nd</sup> Party's rights or obligations hereunder without the prior written consent of the Bank. Any such attempt at assignment or transfer without the Bank's prior written consent shall be void and of no force or effect. (c) The parties hereto agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. (d) Except as provided in Section 1 hereof, this Agreement is binding upon and will inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other person will be entitled to any of the benefits conferred by this Agreement. (e) Except as otherwise expressly set forth in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the parties hereto. Any amendment or waiver affected in accordance with this paragraph shall be binding upon each party. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision. (f) This Agreement shall be governed by and construed and enforced in accordance with the law (other than the law governing conflict of law questions) of the State of Delaware. Any action to enforce, arising out of, or relating in any way to, any of the provisions of this Agreement may be brought and prosecuted in any such court or courts located within the State of Arizona and the parties consent to the jurisdiction of said court or courts located within the State of Arizona and to service of process by registered mail, return receipt requested, or by any other manner provided by law. Each party hereto agrees not to assert, by way of motion, as a defense or otherwise, in

any such action, suit or proceeding any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement, or any other agreement or transaction related hereto or the subject matter hereof or thereof may not be enforced in or by such court.

**6. Agreement Binding Upon Affiliates of the Company.** This Agreement shall be binding upon Affiliates (as hereinafter defined) of 2nd Party. 2<sup>nd</sup> Party shall take all necessary action with its Affiliates so that such Affiliates comply with the terms of this Agreement. For the purposes of this Agreement, "Affiliates" means, with respect to 2<sup>nd</sup> Party, any company, organization or person which 2<sup>nd</sup> Party directly or indirectly controls or is under common control with 2<sup>nd</sup> Party. Any company, organization or person which has a common director, officer or employee with 2<sup>nd</sup> Party shall be presumed to be an affiliate of the Company for the purpose of this Agreement.

**7. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

By: \_\_\_\_\_

Date Executed \_\_\_\_\_, 20\_\_

Printed Name: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_