

## NON-DISCLOSURE AGREEMENT

575 Forest St | Reno, NV

THIS NON-DISCLOSURE AGREEMENT (hereinafter the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and between SV-575FOREST LLC (collectively “**Disclosing Party**”) and \_\_\_\_\_, (hereinafter “**Recipient**”).

### RECITALS

- A. WHEREAS, Disclosing Party owns and/or is in possession of certain valuable proprietary and confidential information relating to real estate projects that Disclosing Party currently is preparing offers to purchase, is in negotiations, controls, is in title, or is performing certain studies for its own behalf or that of current or prospective business associates or clients.
- B. WHEREAS, this Agreement is made for the sole purpose (the “**Purpose**”) of permitting Disclosing Party and Recipient to exchange said information in a manner that will protect the confidentiality from any disclosures by Recipient that might in any way jeopardize Disclosing Party’s interest, competitive or market advantage, exclusivity, if applicable, or use of said information.

### WITNESSETH

Now therefore that Disclosing Party and Recipient hereby agree to the following provisions:

- 1. Confidential Information. “**Confidential Information**” shall mean any and all information disclosed by either party to the other pursuant to this Agreement which is described as (or provided under circumstances indicating it is) confidential or proprietary. Regardless of whether specifically identified as confidential or proprietary, “Confidential Information” shall include any information provided by Disclosing Party concerning the business, technology and information of Disclosing Party and any third party with which Disclosing Party deals, including, without limitation, business plans, technical data, product ideas, contracts, financial information, inventions, sales leads, strategic alliances, partners and client lists.
- 2. “Confidential Information” shall not include any information that: (i) becomes publicly known through no wrongful act of Recipient or (ii) is required by law, regulation or order of any court or other government or regulatory agency to be disclosed, provided that Recipient shall notify Disclosing Party of such requirement so that Disclosing Party may seek an appropriate protective order.

3. Ownership of Confidential Information; Confidentiality Obligation. All Confidential Information shall remain the property of Disclosing Party. Without the prior written consent of Disclosing Party, Recipient shall not disclose, nor shall it permit any others to disclose, to any third party or otherwise use, or permit any others to use, any Confidential Information other than for the Purpose. The parties agree that any Confidential Information disclosed prior to the Effective Date shall be protected by the terms of this Agreement. The Recipient shall use no less than reasonable care in protecting the Confidential Information.
4. Permitted Recipients. Recipient shall limit disclosure of the Confidential Information to its employees, advisors, consultants and representatives who require access to and have a bona fide need for such information to enable Recipient to carry out the purpose of this Agreement and who have been instructed to observe and have agreed to observe the terms of this Agreement.
5. Both parties agree not to take or allow to be taken any action during the term of this Agreement that has the effect of circumventing the terms of this Agreement, it being the intent of the parties that each abide by both the letter and the spirit of the terms of this Agreement.
6. No Licenses; No Warranties. Nothing in this Agreement shall be construed as (a) conferring an express or implied license to Recipient, whether under any patent, copyright, trademark, license right or trade secret owned or obtained by Disclosing Party, except as specified in this Agreement or (b) obligating a party to enter into any other agreement of any kind. All information disclosed by "Recipient" hereunder shall be on an "AS IS" basis with no warranties, express or implied.
7. Rights Upon Breach. The parties agree that in the event of any breach by Recipient of any of the covenants set forth in this Agreement, Disclosing Party shall have the right, in addition to other remedies provided by applicable law, to apply to a court of competent jurisdiction for the entry of an immediate order to restrain or enjoin said breach and to specifically enforce the provisions of this Agreement.
8. Termination. Either party may terminate this Agreement upon written notice to the other party. Termination shall not affect confidentiality obligations with respect to any Confidential Information which was obtained prior to the effective date of termination.
9. Obligations Upon Termination. Following termination of this Agreement, within ten (10) days of a written request by Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information (and all copies thereof), whether supplied by Disclosing Party or created by Recipient, and delete or erase from computer or other electronic archival systems any Confidential Information (and all copies thereof) in the possession, custody or control of Recipient or any person acquiring Confidential

Information through Recipient. At the request of Disclosing Party, Recipient shall certify in writing that Recipient has complied with this paragraph 8.

10. Governing Law; Severability. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. If any provision of this Agreement is held to be illegal, against public policy or otherwise unenforceable, the validity of the remaining portions or provisions hereof shall not be affected.
11. Entire Agreement; Amendment. This Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous communications, agreements or understandings with respect to the subject matter hereof. No amendment, modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
12. Assignment. No party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that Disclosing Party may assign its rights and interests hereunder to a successor in interest to all or substantially all of its business. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed by its authorized representative, effective as of the date first above written.

**DISCLOSING PARTY:**

**RECIPIENT:**

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By: Authorizd Representative

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By: Authorizd Representative

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