



NON-DISCLOSURE AGREEMENT

This Agreement governs the confidential exchange of ideas and information (from here on also denominated as the "Confidential Information") by and between Coldwell Banker Vesta Group, S.A., and _____, from here on also denominated as the "Recipient" of said ideas and information.

The Agreement is entered by the parties as of the ___ day of _____ of the year _____ (the effective date of this Agreement).

RECITALS

WHEREAS Discloser possesses certain Confidential Information relating to a business opportunity (from here on also denominated as the "Opportunity") that is confidential and proprietary to Discloser, and

WHEREAS Discloser now desires to present said Confidential Information, including but not limited to a Confidential Customer List, to Recipient, as well as any and all other ideas, information, and opportunities relating to or derived from said Confidential Information and Opportunity to Recipient, and

WHEREAS Recipient wishes and is willing to receive disclosure of said Confidential Information and Opportunity to Recipient, and

WHEREAS Discloser contends and Recipient recognizes that disclosure of the Confidential Information, including but not limited to the Confidential Customer List set forth in Paragraph 7a below and the Nature of the Opportunity describe in article 1.2, requires prior agreement from Discloser to certain terms, conditions, and covenants of confidentiality, nondisclosure, and non-circumvention.

NOW, THEREFORE, in consideration of the mutual undertakings of the Discloser and the Recipient under this Agreement, Discloser and Recipient agree as follows:

ARTICLE ONE: Subject and Scope of Agreement

- Confidential Information.** It will be necessary and desirable for the Discloser and/or persons acting on Discloser's behalf to disclose (both verbally and in writing or other media) to Recipient certain nonpublic, confidential or proprietary business or technical information. In addition, Recipient may desire to visit Discloser's facilities or properties targeted by Discloser for acquisition and/or development, during which visits the Recipient may observe or acquire nonpublic, confidential, proprietary information or be introduced by Discloser to certain individuals (collectively with the preceding sentence, together with any information disclosed prior to the date of this Agreement, the "Confidential Information").
- Nature of Opportunity.** The Opportunity consists of the possibility of purchasing the following described property: _____
- Scope of Obligations to Disclose.** Nothing herein expressly or impliedly obligates or requires Discloser to disclose or present said Confidential Information at any time or to any person or business entity, and Discloser may terminate any disclosure or presentation of said Confidential Information regarding the Opportunity at any time whatsoever and for any reason whatsoever or for no reason at all.

4. Confidentiality:

- a. Confidentiality and Proprietary: Recipient agrees that the said Confidential Information is a collection of trade secrets that shall remain confidential and proprietary to Discloser and shall hold the same in confidence, shall not use said Confidential Information, including but not limited to the Confidential Customer List or any details of the Opportunity other than for the purposes of his business with Discloser, and shall share or reveal said Confidential Information only to those Associates and Affiliates, if any, with a specific need to know, previous execution by said Associates or Affiliates of a written document accepting the terms, conditions and obligations of this Agreement. Recipient shall not disclose, publish, or otherwise reveal or use for his own benefit, any of the Confidential Information, including but not limited to the Confidential Customer List and details of the Opportunity, received from Discloser to any third party whatsoever except with specific written authorization of Discloser.
 - b. No Disclosure. Recipient agrees to use his best efforts to prevent and protect the Confidential Information and Opportunity, or any part of either, from disclosure to any business entity or third person other than his Associates and Affiliates with the specific need to know. Without the prior written consent of the Discloser, Recipient shall not disclose to any person the fact that discussions or negotiations are taking place concerning the Opportunity, any terms, conditions, or other facts under consideration with respect to the Opportunity or the status of the discussions relating to the Opportunity.
 - c. Protection of Secrecy: Recipient also agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, including but not limited to the Confidential Customer List, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
5. **Non-circumvention**. Recipient also agrees not to knowingly contact or initiate contact at any time, either directly or indirectly, with any business entity or third party regarding the Confidential Information and/or the said Opportunity. Recipient further agrees not to undertake or enter into any transaction or series of transactions of any type, either directly or indirectly, with regard to the said Confidential Information or said Opportunity with any third party, including, but not limited to, those persons or entities listed in paragraph 7a without the express prior written consent and agreement of Discloser, which consent and agreement may be withheld in Discloser's sole discretion.
6. **Ownership and Reproduction of Confidential Information in Tangible Form**. Confidential Information furnished in written or tangible form, if any, shall remain the property of Discloser and shall not be copied, duplicated, or reproduced by Recipient except for purposes consistent with this Agreement. Upon the request of Discloser, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing said Confidential Information within ten (10) natural days of such request.
7. **Trade Secrets**. All Confidential Information, including but not limited any Confidential Customer List, presented by Discloser to Recipient constitutes trade secrets. Said trade secrets may be presented in tangible form, or in any other form deemed appropriate by Discloser, including, but not limited to, prepared information packages, financials, and other related documents.
- a. **No Grant of Rights of License**. Discloser and Recipient recognize and agree that nothing contained in this Agreement shall be construed as granting, conferring, or implying the transfer to Recipient of any property or use rights by license, assignment, or otherwise, to any Confidential Information provided by Discloser, and Recipient hereby covenants not to solicit or engage in any business from or with any person or entity, nor develop or

engage in any business opportunity or service using, incorporating, or derived from said Confidential Information during the life of this Agreement.

8. **Duty of Good Faith and Fair Dealing.** Each party to this Agreement owes a duty of good faith and fair dealing to the other party hereto and shall engage in no act or conduct deceptive or injurious to the other.
9. **Term of Agreement.** The obligations of Recipient herein shall be effective from the first date that Discloser discloses any Confidential Information to Recipient pursuant to this Agreement. The obligations of this Agreement shall be ongoing and remain in full force and effect until the Confidential Information disclosed to Recipient is no longer confidential.

ARTICLE TWO: Miscellaneous.

10. **Warranties.** Discloser and Recipient represent and warrant to each other that:
 - a. He has full right, power, and authority to execute this Agreement and to perform the actions and obligations contemplate hereby.
 - b. This Agreement constitutes a legally binding obligation, enforceable according to its terms.
11. **Remedies.** Recipient acknowledges that his breach of this Agreement may cause irreparable harm to Discloser, for which Discloser is entitled to seek injunctive and other equitable relief as well as monetary damages. The prevailing party in any such action shall be entitled to all fees and costs arising there from, including, but not limited to, attorney's fees and costs. Recipient agrees that in the event of any breach or threatened breach by Recipient, Discloser may obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect Discloser against such breach or threatened breach. Both parties furthermore agree that in the case of any breach of this Agreement the affected party may, in spite of the following arbitration clause, request the corresponding Court of Justice, as a preliminary protective measure, to order the breaching party to immediately cease and stop any unauthorized release of the Confidential Information as well as to cease and stop any relation or business that may have been started in breach of this Agreement, while the corresponding case is finally decided by the arbitration procedure of by the Court, as the case may be.
12. **Arbitration.** The parties acknowledge that any and all disputes, claims, or controversies arising out of the Agreement or any transaction contemplated hereby shall be resolved by arbitration at law in accordance with the bylaws of the International Center for Conciliation and Arbitration of the American-Costa Rican Chamber of Commerce ("CICA"). As an exception to the former rule, the parties may seek from the corresponding Court of Justice the protective measures indicated in the last paragraph of the precedent point 11, while the case is decide by the arbitration procedure. Furthermore, it is hereby agreed that the parties may also request from the arbitration entity similar protective measures while the case is decided in arbitration. The parties hereby agree to submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof. The laws of Costa Rica shall govern any conflict. The arbitration shall take place at the offices of the CICA in San Jose, Republic of Costa Rica. The arbitration shall be conducted in English. An arbitration tribunal of three arbitrators shall decide the matters subject to the arbitration procedure. The arbitrators shall be selected as follows: one arbitrator shall be appointed by Discloser, one arbitrator shall be appointed by Recipient and the third arbitrator shall be appointed by Discloser's arbitrator and Recipient's arbitrator. The award rendered pursuant to such arbitration shall be writing, shall be final, binding and conclusive between the parties and the parties shall comply with the decision of the arbitrators without delay. Cost related to the arbitration procedure, including reasonable attorney's fees, shall be borne by non-prevailing party, unless the arbitration tribunal decides otherwise.

13. **No Implied Waiver.** The failure of Discloser to insist on any one or more instances upon strict performance by Recipient of any of the terms of this Agreement shall not be construed as implying a waiver of the right to seek a suitable remedy from any continuing or subsequent failure to perform or delay in performance of any term herein.
14. **Final Agreement.** This Agreement in the complete and exclusive agreement regarding the disclosure of Confidential Information by Discloser to Recipient and replaces any prior oral or written communications between the parties regarding said Confidential Information. This Agreement may be modified only by a further writing that is duly executed by Discloser.
15. **No Assignment.** Recipient shall not transfer or assign this Agreement to any Associate or Affiliate, or to any other person or entity, whether by operation of law or otherwise, without the prior written consent of Discloser.
16. **Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Discloser, his successors, and his assigns.
17. **Governing Law and Selection of Venue.** This Agreement shall be governed and construed in accordance with the laws of the Republic of Costa Rica and Recipient consents to the exclusive jurisdiction of the Republic of Costa Rica for any dispute arising out of this Agreement.
18. **Integration and Severability.** If any term or provision of this Agreement is found by a proper authority to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and the remaining terms and provisions of this Agreement shall continue in full force and effect. In such event, such terms and provisions shall be changed and interpreted so as best to accomplish the objectives of any such unenforceable or invalid provision within the limits of applicable law.
19. **Amendments.** This Agreement may only be amended, supplemented, or otherwise modified with the express written consent of all parties hereto.
20. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
21. **Notices.** Any notice required by this Agreement, or given in connection with it, shall be in writing and shall be give to the appropriate parties at the e-mail addresses listed below.
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF. Discloser and Recipient hereby execute this Agreement.

DISCLOSER:

Signed: _____
Printed Name:
Email Address: _____

RECIPIENT:

Signed: _____
Printed Name:
Email Address: _____