

## NON-DISCLOSURE AGREEMENT

This Agreement, dated as \_\_\_\_\_, 2015, is between Capital Real Estate Ventures, Inc., a California Corporation located at 815 J Street, Suite 202, San Diego, CA 92101 and \_\_\_\_\_, an individual(s), or a California LLC, Corporation, or sole proprietorship located at \_\_\_\_\_.

In connection with a possible business relationship between the parties, each party intends to disclose certain confidential information to the other party. The purpose of such disclosure is to enable each party (i) to evaluate the proposed business relationship and (ii) to conduct any ensuing business arrangement without the benefit of a further agreement governing the treatment of confidential information.

In consideration of each party making such confidential information available to the other party, the parties hereby agree as follows:

1. As used in this Agreement, the term “Confidential Information” means any non-public information furnished by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with the proposed business relationship, whether in written, oral, electronic, or other form, that is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary and/or confidential. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, computer programs, source code, programmers’ notes, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information.
2. The Receiving Party agrees that it shall:
  - (a) maintain all Confidential Information in strict confidence, using at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection;
  - (b) restrict disclosure of any Confidential Information solely to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes set forth in this Agreement (“Permitted Recipients”);
  - (c) use all Confidential Information solely for the purposes set forth above; and
  - (d) make only the number of copies of the Confidential Information necessary to disseminate the Confidential Information to Permitted Recipients and only to the extent necessary to effect the purposes set forth in this Agreement, with all such reproductions being considered Confidential Information, provided that all proprietary notices included in or on the Confidential Information are reproduced on all such copies.

3. The Receiving Party agrees that it shall not, and shall not permit others to, reverse engineer, decompile, disassemble, or modify the Confidential Information of the Disclosing Party regardless of the novelty of such Confidential Information.

4. The Receiving Party shall not, directly or indirectly, disclose the Confidential Information to nationals of a foreign country or export the Confidential Information, or the direct or indirect product thereof, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first (a) obtaining such license or approval, and (b) obtaining the written consent of the Disclosing Party, which consent shall not be unreasonably withheld.

5. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information:

(a) was a matter of public knowledge prior to the time of its disclosure under this Agreement;

(b) became a matter of public knowledge after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;

(c) was independently developed or discovered by the Receiving Party without reference to the Confidential Information;

(d) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; or

(e) is required to be disclosed to comply with applicable laws or regulations, or with a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent and for the purposes of such required disclosure and provided that (i) the Disclosing Party is promptly notified by the Receiving Party in order to provide the Disclosing Party an opportunity to seek a protective order and (ii) the Receiving Party takes all reasonable actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

6. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written agreement.

7. Upon termination of this Agreement or the earlier request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals and copies of all documents, materials, and other tangible manifestations of Confidential Information, including any

summaries thereof, in the possession or control of the Receiving Party. The obligations set forth in this Agreement shall remain in effect in perpetuity after such termination by either party.

8. The Receiving Party agrees that any breach of its obligations under this Agreement will cause irreparable harm to the Disclosing Party. Therefore, the Disclosing Party shall have, in addition to any remedies available at law, the right to obtain equitable relief to enforce this Agreement. This Agreement shall be governed by the laws and only in the state and federal courts of the State of California. Both parties consent to the personal jurisdiction and waive any objections to the venue of such courts.

9. The Receiving Party acknowledges that Capital Real Estate Ventures, Inc. (CREV) represents the Principals or Sellers (Disclosing Party) in this transaction. The Receiving Party is represented by (if none then write in "None" in the following space):

\_\_\_\_\_.  
If left blank then Capital Real Estate Ventures, Inc. will represent the Receiving Party as well.

***ACKNOWLEDGED AND AGREED:***

**Capital Real Estate Ventures, Inc**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Justin Earley  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Principal