

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this “*Agreement*”) is made and entered into as of _____ (the “*Effective Date*”) by and between International Government Properties LLC (“*IGP*”) and _____ (the “*Company*” and, with IGP, each, a “*Party*,” and together, the “*Parties*”).

WHEREAS, the Parties wish to evaluate the possibility of developing a mutually beneficial business relationship and are engaged in discussions relating to the development of such business relationship (the “*Discussions*”);

WHEREAS, during the course of the Discussions, the Parties expect to disclose Confidential Information (as defined below) to each other;

WHEREAS, IGP and the Company desire that the disclosure of the Confidential Information shall be governed by this Agreement;

NOW, THEREFORE, in consideration of the promises, mutual agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- a. “*Affiliates*” of a Party shall mean any person or entity directly or indirectly controlled by, controlling, or under the common control with such Party.
- b. “*Confidential Information*” shall mean all confidential, proprietary and/or non-public information and data relating to the Discussions which may be, directly or indirectly, revealed by or through a Party (the “*Disclosing Party*”) on or after the date of this Agreement, whether in writing, orally or by another means, to the other Party (the “*Receiving Party*”) as well as any information derived from such information and data, and any analyses, compilations, studies and other material prepared by the Receiving Party and its Representatives from such information. The term “Confidential Information” shall not apply to information that (i) was in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (ii) was obtained by the Receiving Party after the date of this Agreement from a third party not known to the Receiving Party to be under any obligation of confidentiality to the Disclosing Party with respect to such information; (iii) is or becomes publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (iv) is independently developed by the Receiving Party or its Representatives without the use of or reliance on the Disclosing Party’s Confidential Information.
- c. “*Representatives*” of a Party shall mean such Party’s Affiliates and its and their respective directors, officers, partners, employees, agents, financing sources and advisers (including, without limitation, attorneys, accountants and consultants).

2. Use of Information. The disclosure of the Confidential Information hereunder is solely for the purposes set forth herein and for conducting negotiations between IGP and the Company concerning a potential business relationship (a “*Proposed Transaction*”). Except as otherwise provided in this Agreement, the Receiving Party shall not disclose, duplicate, transmit or otherwise disseminate in any manner whatsoever Confidential Information provided to the Receiving Party by the Disclosing Party, or learned by the Receiving Party by reason of this Agreement, to any person, entity or other third party other than the Receiving Party’s Representatives who otherwise need to know the Confidential Information for the purpose of evaluating the Proposed Transaction. The Receiving Party shall advise its Representatives of the confidential nature of the Confidential Information. The Receiving Party shall be responsible for any breach of the terms of this Agreement by it or its Representatives. Additionally, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent damage to or misappropriation or disclosure, directly or indirectly, of all or any portion of the Confidential Information.
3. Disclosure by Operation of Law. In the event that the Receiving Party or any of its Representatives is requested or required (orally or in writing, by law, regulation, interrogatory, request for information or documents in a legal proceeding, court order, subpoena, deposition, administrative proceeding, inspection, audit, civil investigative demand, any formal or informal investigation by any government or governmental agency or authority or other legal, governmental or regulatory process) to disclose any Confidential Information, the Receiving Party or such Representative may disclose that portion of the Confidential Information that, based on the opinion of the Receiving Party’s counsel, the Receiving Party or such Representative is required to disclose. To the extent permitted by law, rule and regulation, and except in connection with an examination by a regulatory agency, the Receiving Party agrees to provide the Disclosing Party with notice of such request(s) or requirement(s) within a reasonable period of time to enable the Disclosing Party to seek an appropriate protective order or other appropriate remedy at the Disclosing Party’s sole expense.
4. Disclosure to Investors. Notwithstanding anything to the contrary contained herein, IGP may disclose details of the Proposed Transaction (including the name of the Company) to those of its investors and prospective investors who are subject to a non-disclosure agreement with IGP or other similar confidentiality obligation. Additionally, IGP may disclose general information about the Proposed Transaction (without disclosing the name of the Company) to its investors and prospective investors who are not subject to non-disclosure agreement with IGP or other similar confidentiality obligation.
5. Relationship of the Parties. The relationship between the Parties created under this Agreement is confidential and is to be treated as Confidential Information according to the terms of this Agreement. The Parties each agree, except to the extent otherwise required by law or the rules of any applicable regulatory authority or as otherwise provided by this Agreement, to keep the existence of the relationship and the fact that evaluations, discussions and negotiations have taken place in relation to the Proposed Transaction confidential and not to make any public announcement in relation to, or public comment on, the existence of the relationship or the fact that evaluations,

discussions or negotiations regarding the Proposed Transaction have taken place without the other Party's prior written consent. Each Party acknowledges that it is responsible for the breach of the terms of this paragraph by its respective Representatives.

6. Proposed Transaction. Each Party agrees that unless and until a definitive agreement between the Parties with respect to a Proposed Transaction has been executed and delivered, neither Party will be under any legal obligation of any kind with respect to such Proposed Transaction, except as specified herein. Each Party shall bear all of its related expenses, costs, liabilities, obligations or losses incurred pursuant to this Agreement and any discussions or efforts regarding a Proposed Transaction.
7. Warranties. Each Party warrants that it has the full right to enter into this Agreement and is the owner of its respective Confidential Information. Otherwise, no warranty, express or implied, in the Confidential Information disclosed is granted by this Agreement, other than that to the Disclosing Party's knowledge, none of the Confidential Information is inaccurate or materially misleading.
8. Remedies. The Receiving Party acknowledges that the unauthorized disclosure of the Disclosing Party's Confidential Information may cause irreparable injury to the Disclosing Party and that, in the event of a violation or threatened violation of any of the Receiving Party's obligations hereunder, the Disclosing Party shall be entitled to seek to enforce each such obligation by appropriate temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise.
9. Return of Records. If either Party determines that it does not wish to proceed with a Proposed Transaction, such Party shall promptly advise the other Party of that decision in writing. In such case, or in the event that the Disclosing Party otherwise requests in writing, the Receiving Party shall, within a reasonable period of time, return to the Disclosing Party, destroy or render unusable, and discontinue the use of, any Confidential Information then in the Receiving Party's possession. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain any Confidential Information as required by law, the recordkeeping requirements of any applicable authority and/or its internal compliance policies. Any Confidential Information retained pursuant to this section shall continue to be treated in accordance with the terms and conditions of this Agreement for as long as it is held and shall not be used for any purpose other than those permitted under this Agreement.
10. Term. The obligations and restrictions under this Agreement shall terminate upon the earlier to occur of: (i) the consummation of the Proposed Transaction and (ii) one year from the Effective Date hereof.
11. Assignment. Neither this Agreement nor any rights or obligations under this Agreement may be assigned by either Party without the prior written consent of the other Party provided that either Party shall have the right to assign this Agreement and the

obligations hereunder, without the other Party's prior written consent, to an Affiliate or to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of such Party relating to the Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

12. No Waiver. No delay or omission by either Party in exercising any right or power occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements to be performed by the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.
13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
14. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and any Party hereto may execute this Agreement by signing any such counterpart.
15. Amendment. This Agreement may not be amended, modified or waived in any manner, except in writing signed by the Parties. This Agreement embodies the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements or representations, whether written or oral, relating to the subject matter hereof.
16. Notices. All notices, consents, requests, instructions, approvals or other communications required to be given under this Agreement shall be in writing and delivered by personal delivery, overnight courier, mail, or electronic facsimile addressed to the receiving Party at the address set forth herein. All such communications shall be effective when received.

If to the Company, to:

If to IGP, to:

International Government Properties LLC
101 Fifth Ave., 6th Floor
New York, NY 10003

17. Governing Law. This Agreement shall be construed, and the legal relations between the Parties determined, in accordance with the laws of the State of New York, without regard to its conflict of laws rules. Any action brought in connection with this Agreement shall be brought in the state or federal courts located in New York, and the Parties hereby

irrevocably consent to the jurisdiction of such courts. Each Party waives any objection to the laying of venue in any such court, and further waives, and agrees not to plead or claim in any such court that it is an inconvenient forum for any such action, suit, or proceeding.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives who represent they have the authority to bind the respective Party to this Agreement.

**INTERNATIONAL GOVERNMENT
PROPERTIES LLC**

[COMPANY NAME]

By: _____
(Signature)

By: _____
(Signature)

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____