



NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure & Non-Circumvent Agreement (this "NDNCA") is entered into as of _____ (the "Effective Date"), by and between;

_____, a _____ its successors and/or assigns, with principal offices at _____ ("Company"), and

Park 49 Inc., a New York corporation its successors and/or assigns, with principal offices at 300 Park Avenue 2nd Floor, New York, NY 10022, together with any of its affiliates (collectively "Park 49").

RECITALS

WHEREAS, The Company and Park 49 (together, the "Parties") intend to explore and pursue potential business opportunities of mutual interest, under which either Party may identify and introduce to the other opportunities related to commercial real estate acquisition, financing, or investment, as well as other business opportunities of mutual benefit (each, a "Transaction"). This NDNCA shall apply to all such Transactions between the Parties unless otherwise agreed in writing.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. NON-DISCLOSURE PROVISIONS

To protect shared interests, the Parties agree to maintain strict confidentiality over any proprietary or sensitive information exchanged ("Proprietary Information").

1.1 Definition of Proprietary Information

Proprietary Information shall include all information (whether written, oral, electronic, or otherwise) disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with a Transaction, including but not limited to documents, communications, analyses, reports, forecasts, business strategies, financial records, correspondence, investor information, and other non-public information. This includes any information prepared by the Receiving Party that incorporates or is derived from Proprietary Information, provided such derived information is not independently developed under Section 1.2(d).

1.2 Exclusions

Proprietary Information does not include information that:

- (a) is or becomes publicly available through no breach of this NDNCA by the Receiving Party or its Representatives;
- (b) is lawfully received by the Receiving Party from a third party not bound by a duty of confidentiality to the Disclosing Party;
- (c) is disclosed by the Disclosing Party to a third party without restriction on further disclosure;
- (d) is independently developed by the Receiving Party without use of or reference to the Proprietary Information, as evidenced by contemporaneous records; or
- (e) was already in the Receiving Party's possession prior to disclosure, as evidenced by contemporaneous records, and was not subject to an existing confidentiality obligation.

1.3 Obligations of Confidentiality

The Receiving Party shall:

- (a) Use at least the same degree of care to protect Proprietary Information as it uses for its own confidential information of a similar nature, but in no event less than a reasonable standard of care;
- (b) Restrict access to Proprietary Information to its affiliates, employees, officers, directors, partners, members, consultants, legal counsel, accountants, and financial advisors (collectively, "Representatives") who have a legitimate need to know for purposes of the Transaction and who are bound by confidentiality obligations at least as restrictive as those herein, whether by written agreement or professional duty;
- (c) Be liable for any breach of this NDNCA by its Representatives as if such breach were committed by the Receiving Party itself.

1.4 Use of Information

The Receiving Party shall use Proprietary Information solely for the purpose of evaluating, negotiating, or executing the Transaction and for no other purpose without the prior written consent of the Disclosing Party.

1.5 Return or Destruction

Upon written request of the Disclosing Party or termination of this NDNCA, whichever occurs first, the Receiving Party shall, at the Disclosing Party's option, promptly return or destroy all Proprietary Information (including copies, extracts, or summaries thereof) in its possession or control. However, the Receiving Party may retain one archival copy solely for compliance with applicable law, regulation, or internal record-keeping policies, provided such copy remains subject to the confidentiality obligations of this NDNCA and is not used for any other purpose.

1.6 Ownership

All Proprietary Information remains the sole property of the Disclosing Party. No license, right, or interest in any intellectual property of the Disclosing Party is granted by this NDNCA, except as expressly necessary to evaluate or execute the Transaction.

2. NON-CIRCUMVENTION PROVISIONS

Each Party agrees not to directly or indirectly circumvent, solicit, contact, negotiate, or engage in business with any party, institution, lender, investor, individual, or entity (each, a "Restricted Party") introduced by the other Party in connection with a Transaction, without the express prior written consent of the introducing Party, for the purpose of pursuing opportunities substantially similar to the Transaction.

2.1 Scope

This non-circumvention obligation:

- (a) Applies solely to the Parties to this NDNCA and not to their Representatives, except to the extent a Representative acts at the direction of a Party to circumvent this NDNCA;
- (b) Is limited to the specific Transaction for which the Restricted Party was introduced and does not extend to unrelated transactions or pre-existing relationships between the Receiving Party and the Restricted Party, as evidenced by contemporaneous records.

3. ADDITIONAL PROVISIONS

3.1 Term & Survival

This NDNCA shall commence on the date set forth above and continue until terminated by mutual written agreement or by either Party upon thirty (30) days' written notice to the other.

The obligations with respect to the use and protection of Proprietary Information shall survive indefinitely, unless such information ceases to qualify as Proprietary Information under Section 1.2. The non-circumvention obligations in Section 2 shall remain in effect for thirty-six (36) months from the date set forth above, regardless of earlier termination.

3.2 No Warranty

All Proprietary Information is provided “as is.” The Disclosing Party makes no representation or warranty, express or implied, regarding the accuracy, completeness, or fitness of the Proprietary Information for any purpose.

3.3 Entire Agreement

This NDNCA constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, understandings, or negotiations. Any amendment or modification must be in writing and signed by both Parties.

3.4 Notices

All notices under this NDNCA must be in writing and delivered to the addresses set forth below (or such other address as a Party may designate in writing) via certified mail, recognized overnight courier, or email with confirmed receipt. Notices shall be effective upon actual receipt by the receiving Party.

Notice Mailing Address:

Noice Email Address:

Notice Mailing Address:

Park 49 Inc.
300 Park Avenue 2nd Floor
New York, NY 10022

Notice Email Address:

mario@park49.com

3.5 Governing Law & Jurisdiction

This NDNCA shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any dispute arising out of or relating to this NDNCA shall be resolved exclusively in the state or federal courts located in New York County, New York. Each Party irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue or inconvenient forum.

3.6 Severability

If any provision of this NDNCA is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed to the extent necessary to make it enforceable while preserving the Parties' original intent, and all other provisions shall remain in full force and effect.

3.7 Remedies

- (a) The Parties acknowledge that any breach of this NDNCA, including but not limited to unauthorized disclosure or use of Proprietary Information or violation of the non-circumvention obligations in Section 2, may cause irreparable harm to the non-breaching Party for which monetary damages alone may be inadequate. Accordingly, in the event of a breach or threatened breach, the non-breaching Party shall be entitled to seek injunctive relief, including temporary restraining orders and preliminary or permanent injunctions, in addition to any other remedies available at law or in equity, without the requirement of posting a bond or proving actual damages.
- (b) The breaching Party shall also be liable for any monetary damages, including but not limited to lost profits or other provable losses, directly resulting from the breach.
- (c) The remedies provided herein are cumulative and not exclusive of any other remedies available under applicable law.

4. EXECUTION

This NDNCA may be executed in counterparts, with electronic signatures valid as originals.

IN WITNESS WHEREOF, the Parties have executed this NDNCA, with all terms effective as of the Effective Date set forth above.

For: _____

For: **Park 49 Inc.**

By: _____

By: _____

Name: _____

Name: Mario Uribe

Title: _____

Title: Managing Principal

Date: _____

Date: _____