

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”), dated and effective [REDACTED], [REDACTED], by and between [REDACTED] (“**[REDACTED]**”) and CROSBY CAPITAL USA, LLC, acting on behalf of private investment funds, separately managed accounts and other investment vehicles managed or advised by it, (“**CROSBY**”). [REDACTED] and Crosby are herein referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties wish to exchange with each other under all of the terms and conditions of this Agreement, Confidential Information (as defined herein) relating to, among other items, the business, assets, financial affairs, financial capabilities, strategies (active and potential) and operations (hereinafter “**Company Information**”) of Crosby and [REDACTED], as well as each Party’s parent, affiliates, and subsidiaries. For purposes of this Agreement, the Party disclosing Confidential Information is hereinafter referred to as the “**Disclosing Party**” and the Party receiving Confidential Information is hereinafter referred to as the “**Recipient**”.

WHEREAS, without the execution of this Agreement, the Disclosing Party would not disclose Confidential Information to the Recipient.

NOW, THEREFORE, in consideration of the promises hereinabove and hereinafter set forth, the receipt of which is hereby acknowledged by the Parties, the Parties acknowledge and agree as follows:

1. CONFIDENTIAL INFORMATION

- a. For purposes of this Agreement, “**Confidential Information**” shall mean: (i) all non-public, confidential or proprietary information, whether oral, electronic, visual, digital or written, provided or disclosed by or on behalf of the Disclosing Party to the Recipient, including its Representatives (as defined herein), and relating to Company Information; (ii) any portion of electronic, visual, digital or written material prepared by the Recipient or its Representatives that contains or is derived from any Company Information; and (iii) the existence of this Agreement and the fact that the Parties have discussed, or are in discussions to create, a potential relationship or transaction.
- b. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes generally known to the public other than as a result of a disclosure by the Recipient or its Representatives in breach of this Agreement; (ii) is rightfully in the possession of the Recipient or its Representatives without any known obligation of confidentiality prior to disclosure by the Disclosing Party; (iii) is received by the Recipient or its Representatives in good faith and without restriction from a third party that is not known by the Recipient or its Representatives to be under a confidentiality or fiduciary obligation to the Disclosing Party and having the right to make such disclosure; or (iv) was or is independently developed, acquired or arrived at by or for the Recipient or its Representatives without use or reference to the Confidential Information.

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- a. The Parties mutually acknowledge and agree that the Confidential Information is confidential and proprietary to the Disclosing Party, and is disclosed to the

Recipient on a confidential basis under this Agreement, to be used only as expressly permitted by the terms and conditions of this Agreement. The Parties further agree that the Confidential Information is a proprietary development constituting a valuable Disclosing Party work product, which provides the Disclosing Party with a significant competitive advantage in its business. Any license, title, interest or right in or to the Confidential Information shall remain at all times in the Disclosing Party, and no transfer of any interest or intellectual property rights therein is either expressly granted or implied.

- b. In recognition of the foregoing, the Recipient covenants and agrees that, except as otherwise set forth herein: (i) it shall keep and maintain all Confidential Information in accordance with this Agreement, using its commercially reasonable best efforts to avoid unauthorized use or disclosure; (ii) it shall not, directly or indirectly, disclose any Confidential Information to anyone outside of the Recipient or its Representatives (as defined herein), except with the Disclosing Party's prior written consent or as otherwise expressly provided in this Agreement; (iii) the Recipient shall not make use of any Confidential Information for its own purposes (other than the evaluation of the Disclosing Party or the Confidential Information) or for the benefit of anyone or any other entity other than the Disclosing Party; and (iv) the Recipient shall protect the Confidential Information using commercially and technologically reasonable administrative, technical and physical safeguards for the security and confidentiality of the Confidential Information.
- c. The Recipient understands that the Confidential Information may contain "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Act, or any successor law, (the "**Act**") and the Recipient agrees to maintain such nonpublic personal information that it receives hereunder in accordance with the Act and other applicable federal and state privacy laws. The Recipient shall implement such physical and other security measures as shall be necessary to: (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in the Act) of the Disclosing Party or any affiliate of the Disclosing Party which the Recipient holds; (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information; and (c) protect against any unauthorized access to or use of such nonpublic personal information. The obligations of the Recipient in this sub-paragraph shall survive any termination of the Recipient's other obligations hereunder. The Recipient shall notify the Disclosing Party immediately following discovery of any breach or compromise of the security, confidentiality, or integrity of nonpublic personal information contained within the Confidential Information including but not limited to any nonpublic personal information of the customers and consumers of the Disclosing Party or any affiliate of the Disclosing Party provided directly to the Recipient, including its Representatives, by the Disclosing Party or such affiliate.
- d. The Recipient shall be permitted to disclose the Confidential Information only to its officers, directors, members, controlling persons, affiliates, potential and actual funding sources, advisers (including without limitation, attorneys, accountants and consultants) employees, service providers, agents and advisers (collectively, "**Representatives**") having a need to know such information in connection with the evaluation of the Disclosing Party or the Confidential Information. The Recipient shall be responsible for all Representatives' compliance with the terms of this Agreement.

- e. In the event that the Recipient, including its Representatives, is required pursuant to applicable law, rule, or regulation or by any judicial or administrative order, directive from a regulatory agency, subpoena or similar legal process to disclose any Confidential Information, the Recipient shall, prior to making any such disclosure, provided it is legally permissible and commercially practical to do so: (i) promptly notify the Disclosing Party in writing of the basis for, and the nature and scope of, such required disclosure; (ii) provide the Disclosing Party with copies of all information related to such required disclosure; and (iii) consult and cooperate with the Disclosing Party, and, prior to making such disclosure, provide the Disclosing Party with an opportunity to take appropriate action, including but not limited to seeking a protective order, to protect the Confidential Information at the Disclosing Party's sole expense. In the event that the Recipient, including its Representatives, is nonetheless required by any judicial or administrative order, directive from a regulatory agency with power over the Recipient or its Representatives, subpoena or similar legal process to disclose Confidential Information, the Recipient shall consult with counsel and agrees to only disclose that part of the Confidential Information that, in the opinion of such counsel, must be disclosed to comply with such compelled disclosure, and such disclosure shall not constitute a breach of this Agreement. In the event it is not practical to provide prior written notice, and to the extent legally permissible, the Recipient shall promptly notify the Disclosing Party in writing of such disclosure after such disclosure is made and provide copies of all information related to such required disclosure. In addition, the Recipient may disclose Confidential Information as necessary to establish the rights and obligations of either Party under this Agreement. Notwithstanding the foregoing, the Recipient shall not be required to provide notice of any disclosures made in connection with any routine regulatory review of the Recipient, including its affiliates and Representatives, by any governmental agency or regulatory body with jurisdiction over the Recipient or such affiliate, so long as such review is not specifically targeted at the Disclosing Party or any portion of any transaction or potential transaction between the Parties.
- f. Notwithstanding any other provision in this Agreement, in connection with applicable regulations of the United States Treasury then in effect, the Parties hereby agree that each Party (and each Representative of such Party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided to such Party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.
- g. Each Party acknowledges its awareness of the securities laws of the United States, which generally prohibit certain persons who possess an issuer's material non-public information from using such material non-public information to purchase or sell securities without the prior public dissemination of such material non-public information.
- h. To the extent that the Confidential Information contains information regarding any mortgagor, debtor, guarantor, tenant, mortgage servicer, property manager, leasing agent, or similar person or entity (collectively, "**Protected Parties**") or any agent or advisor to any of the Protected Parties, and to the extent that the Recipient obtains such information about the Protected Parties solely from the Confidential Information, the Recipient agrees that, other than in its ordinary

course of business that is unrelated to its evaluation of the Confidential Information, it will not, and will not direct any of its Representatives to, communicate with or solicit any of the Protected Parties or any agent or advisor thereto, without the express written consent of the Disclosing Party.

3. BREACH. Each Party acknowledges that the unauthorized disclosure of Confidential Information or any other violation of this Agreement may cause irreparable injury to the Disclosing Party and damages that may be difficult to ascertain. Therefore, the Disclosing Party shall, upon a disclosure or threatened disclosure of any Confidential Information or violation of this Agreement, be entitled to seek injunctive relief, including, but not limited to, a preliminary injunction to protect and recover the Confidential Information without the posting of a bond or security. Without limitation of the foregoing, the Recipient shall advise the Disclosing Party immediately in the event that it learns, or has a reasonable suspicion to believe, that any person or entity that has had access to the Confidential Information, has violated the terms of this Agreement. This section shall not in any way limit such other remedies as may be available to the Disclosing Party at law or in equity.
4. TERMINATION. Upon the earlier of (i) one (1) year from the effective date of this Agreement and (ii) the date the Parties enter into a definitive agreement setting forth their relationship and such agreement includes confidentiality provisions governing the use, disclosure, duplication, protection and security of the Confidential Information, this Agreement shall terminate.
5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon receipt of a written request from the Disclosing Party pursuant to Section 4 above, the Recipient shall, at the Recipient's option, either deliver promptly to the Disclosing Party, or promptly destroy, all Confidential Information, including, but not limited to any portion of memoranda, notes, records, reports, data, media, and other documents and materials, electronic, digital or otherwise (and all copies thereof), regarding, including, or derived from, any Confidential Information that the Recipient or its Representatives may then possess or have under its control; *provided, however*, that the Recipient and its Representatives may retain such Confidential Information to the extent required under then-applicable law, regulation, record retention or compliance policies, obligations or procedures. Notwithstanding the preceding, neither the Recipient nor its Representatives shall be required to search archived electronic back up files or computers for any Confidential Information in order to purge such information. To the extent such Confidential Information is retained, it shall be retained pursuant to the terms of this Agreement.
6. GENERAL PROVISIONS
 - a. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.
 - b. **THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF. ANY LITIGATION, PROCEEDING OR OTHER ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND EACH**

PARTY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH LITIGATION, PROCEEDING OR OTHER ACTION. EACH PARTY EXPRESSLY AND IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH LITIGATION, PROCEEDING OR OTHER ACTION BY FIRST CLASS OR CERTIFIED MAIL. EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY OBJECTION THAT IT MAY HAVE TO THE LAYING OF VENUE OF ANY LITIGATION, PROCEEDING OR OTHER ACTION BROUGHT IN ANY COURT REFERRED TO IN THIS SECTION. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, PROCEEDING OR OTHER ACTION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

- c. This Agreement sets forth the entire agreement of the Parties with respect to the subject hereof, and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information previously made by the Disclosing Party to the Recipient. This Agreement and any of the rights or obligations hereunder are not assignable without the other Party's prior written permission. No waiver, modification, or amendment to this Agreement shall be binding upon the Parties unless it is in writing signed by an authorized representative of the Party against whom enforcement is sought.
- d. The Parties understand and agree that no contract or agreement relating to the Confidential Information shall be deemed to exist between the Parties unless and until a definitive agreement has been mutually executed and delivered. The Parties also agree that unless and until a definitive agreement regarding the Confidential Information has been executed and delivered, no Party shall be (i) under any legal or equitable obligation of any kind whatsoever with respect to the Confidential Information by virtue of this Agreement, any other written or oral expression with respect to the Confidential Information or otherwise, except for the matters specifically agreed to in this Agreement, or (ii) liable to the other Party with respect to the Confidential Information, except for the matters specifically agreed to in this Agreement. Additionally, each Party makes no representation or warranty, express or implied, with respect to the accuracy, completeness or usefulness of any Confidential Information provided pursuant to this Agreement. The Parties each hereby further acknowledge and agree that each, individually, reserves the right, in its sole and absolute discretion, to reject any and all proposals made by the other Party or any of the other Party's representatives with regard to the Confidential Information, and to terminate discussions and negotiations with the other Party at any time in its sole and absolute discretion. Any costs incurred or actions taken by either Party in the absence of a mutually executed final definitive agreement shall be at such Party's sole risk and expense and not reimbursable in whole or in part by the other Party.
- e. Each Party understands that the other Parties may currently or in the future be developing information internally, or receiving information from third parties that may be similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that either party will not develop systems or products, or have systems or products developed for it, or enter into joint ventures, alliances, or licensing arrangements that, without

violation of this Agreement, compete with the products or systems embodying the Confidential Information.

- f. Each notice relating to this Agreement shall be in writing and shall be delivered in person, by registered or certified mail or private courier to the person(s) at the addresses noted below:

If to [REDACTED]:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Attn: [REDACTED]

If to CROSBY: Crosby Capital USA, LLC
1688 Meridian Avenue - 6th Floor. Miami
Beach, FL 33139
Attn: Counsel

- g. This Agreement and all rights hereunder shall not be assignable by either Party hereto without the prior written consent of the other Party (except as may be required by a surety company in a matter of subrogation). Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties.
- h. Except as otherwise herein provided, any and all amendments, supplements, modifications, additions or deletions to this Agreement shall be null and void unless approved by the Parties in writing.
- i. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.
- j. This Agreement represents the entire Agreement between the Parties hereto relating to the Confidential Information, and supersedes any and all agreements pertaining to the subject matter hereof, whether written or oral, not contained herein.
- k. This Agreement may be executed in multiple counterparts which, taken together, shall constitute one and the same agreement.

[Signatures contained on the following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives:

AGREED TO AND ACCEPTED BY:

CROSBY CAPITAL USA, LLC

By: _____

By: _____

Name: _____

Name:

Title: _____

Title: