

## NON-DISCLOSURE AGREEMENT

Between Consorto.com (Consorto B.V.) and registered user of [www.consorto.com](http://www.consorto.com) website

In the course of the Parties' involvement with each other, each Party may acquire information that is confidential to the other Party or its clients. Each Party may be the "**Disclosing Party**" or the "**Receiving Party**" as the context dictates.

### 1. Interpretation

1.1 In this Agreement:

**"Confidential Information"** means all Information relating to the Discussions, the Parties, all clients of each Party from time to time, the Purpose or the terms of this Agreement disclosed by or acquired in any way (and whether directly or indirectly) from Disclosing Party or any member of its Group, whether or not such information is marked in writing or otherwise indicated as being confidential, and includes (where applicable) all copies of any such Information and Information prepared by Receiving Party or any member of its Group which contains or otherwise reflects or is generated from such Information BUT EXCLUDING (ii) all Information that is or becomes, after disclosure to or acquisition by Receiving Party or a member of its Group, publicly available other than Information which (a) becomes publicly available as a direct or indirect consequence of any breach of this Agreement by Receiving Party or any person to whom it has disclosed Confidential Information in accordance with clause 3, or (b) Receiving Party knows (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to Disclosing Party or any member of its Group; and (ii) all information known to the Receiving Party prior to the date of disclosure;

**"Consorto"** means owner and manager of [www.consorto.com](http://www.consorto.com) website

**"Discussions"** means the discussions which the Parties have entered into prior to the date of this Agreement and any discussions which the Parties may enter into from time to time, in case concerning the Purpose;

**"Group"** in relation to a Party means that Party and any subsidiary undertaking or parent undertaking (as such terms are defined in section 1162 of the Companies Act 2006 as amended) of such Party and any subsidiary undertaking of such parent undertaking from time to time;

**"Information"** means all information of whatever nature and in whatever form including, without limitation, in writing, oral, electronic and in a visual or machine-readable medium including without limitation CD ROM, magnetic and digital form;

**"Personal Data"** has the meaning given to it in the Data Protection Act 1998; and

**“Purpose”** means the consideration, evaluation, negotiation and execution commercial real estate transaction whereby rights in a unit of property (or designated real estate) is transferred between two or more parties

**“User”** means a registered user of [www.consorto.com](http://www.consorto.com) website

Receiving Party’s obligations under this Agreement are incurred by it on behalf of Receiving Party and each member of its Group and their respective Agents.

## **2. Confidential information and non-circumvent agreement**

2.1 In consideration of Receiving Party being permitted access to Confidential Information in the course of the Discussions, Receiving Party agrees that it will:

- (a) treat and keep all Confidential Information secret and confidential;
- (b) not, without the prior written consent of Disclosing Party, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) the Confidential Information or any part thereof to any person except as provided in clause 3 below;
- (c) not use any Confidential Information or any part thereof for any purpose (including, but not limited to, any competitive or commercial purpose) other than the Purpose.

2.2 Any written documents or other tangible materials supplied to or acquired by Receiving Party which embody the Confidential Information in whole or in part shall remain the property of Disclosing Party and Receiving Party shall not obtain any right, title or interest therein. Disclosing Party shall retain all intellectual property rights in the Confidential Information.

2.3 Receiving Party shall employ such security and other measures in relation to the Confidential Information as are necessary to ensure that it complies with its obligations under this clause 2, which shall be no lesser than the security measures and degree of care it applies to its own confidential information.

2.4 Receiving Party acknowledges that a relationship of confidence in respect of the Confidential Information exists between (i) Disclosing Party and each member of Disclosing Party’s Group and (ii) Receiving Party, each member of Receiving Party’s Group and any other person to whom Confidential Information is disclosed pursuant to the terms of this Agreement.

## 2.5 Receiving Party undertakes:

- (a) not to copy, reproduce, reduce to writing, modify or adapt any part of the Confidential Information except as may reasonably be necessary for the Purpose;
- (b) not to transmit the Confidential Information electronically or otherwise outside of its usual place of business (which shall for the avoidance of doubt include all remote electronic storage used in the normal course of its business) except as strictly necessary for the Purpose; and
- (c) if the Confidential Information disclosed to it under this Agreement contains any Personal Data to:
  - (i) process such Personal Data only on the written instructions of Disclosing Party and to the extent reasonably necessary for the Purpose; and
  - (ii) take such technical and organisational measures as are appropriate given the sensitivity of the Personal Data against the unauthorised or unlawful processing of such Personal Data and against the accidental loss or destruction of or damage to such Personal Data.

## 2.6 Receiving Party agrees and acknowledges that any opportunities brought directly or indirectly to its attention by Disclosing Party in the course of the Discussions are exclusive to Disclosing Party and categorised as Confidential Information under this Agreement, and that it shall not, and shall procure that its Group shall not, circumvent Disclosing Party in respect of such opportunities and, specifically, shall not, directly or indirectly:

- (a) seek or solicit any contact in any way with any third parties;
- (b) initiate any contact, proposal or offer; or
- (c) enter into any negotiations or agreement or arrangement with any third parties,

in relation to any such opportunities without the involvement of, or having obtained the prior written consent of, Disclosing Party.

Receiving Party agrees that it may not enter into any agreement, understanding or arrangement (or discussions with a view to such agreement, understanding or arrangement) with respect to the Purpose with persons or entities directly or indirectly introduced or made known to Receiving Party by Disclosing Party without the involvement of, or having obtained the prior written consent of, Disclosing Party.

## 3. Exceptions

1. The restrictions in clause 2.1 above do not apply to the disclosure of Confidential Information:
  - (a) to Receiving Party's Group and those members of Receiving Party's Group to the extent necessary in connection with the Purpose;
  - (b) to any other person to whom Disclosing Party has given its prior written consent to the disclosure of Confidential Information thereto in accordance with the terms of such consent; or
  - (c) which is required by any applicable law or by the rules of any applicable regulatory or supervisory organisation
2. Receiving Party shall ensure that each person to whom any Confidential Information is disclosed by it in accordance with sub-clause 3.1(a) or (b) above is informed of the provisions of this Agreement and is fully aware of Receiving Party's obligations under this Agreement, and procure that each such person complies with Receiving Party's obligations as if it were individually named in Receiving Party's place in this Agreement.
3. Where Receiving Party is required to disclose any Confidential Information and such disclosure is permitted by sub-clause 3.1(c) above, so far as not prohibited by the relevant rule or body, Receiving Party shall give Disclosing Party notice of such disclosure as soon as reasonably practicable.
4. **Return of Confidential Information**

Receiving Party shall keep a record of the Confidential Information that it or any member of its Group has received. Receiving Party shall (or shall procure that any member of its Group) immediately upon demand by Disclosing Party at any time during the course of the Discussions and in any event on completion of the Discussions or if Receiving Party ceases to be interested in the Purpose or on termination or expiry of this Agreement:

- (a) return to Disclosing Party (or if requested by Disclosing Party destroy) within 14 days all original and copy documents and all other materials (including correspondence, papers and other property) which are in Receiving Party's control or in the control of any member of its Group or their respective Agents or (as a result of any disclosure by Receiving Party, any member of its Group) in the control of any third party, belonging to Disclosing Party or any member of its Group, which are in a form capable of delivery (including, without limitation, computer tapes and discs), and which contain or reflect any Confidential Information other than any original or copy documents containing analyses, studies, compilations or other materials derived from Confidential Information (which Receiving Party shall (or shall procure that any member of its Group shall) destroy), and shall not retain any copies thereof and shall, on request, provide written confirmation that it has done so; and

- (b) ensure that where Confidential Information has not been returned or destroyed under paragraph 4.(a) above, no step shall be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form.

Such Confidential Information shall remain subject to the terms of this Agreement.

If so requested by Disclosing Party, Receiving Party shall provide to Disclosing Party, within 10 business days of Disclosing Party's request, a signed certificate confirming that the obligations contained in this clause 4 have been complied with. Notwithstanding the obligations in this clause 4, Receiving Party and any member of its Group shall be entitled to retain such copies of such Information as are required by law or the rules of any applicable regulatory authority to which it or they are subject, and such Information shall continue to be held subject to the terms of this Agreement.

## **5. No Representations or Warranties**

No responsibility is accepted and no representation or warranty is made or given, expressly or impliedly, by Disclosing Party any member of its Group to the accuracy or the completeness of the Confidential Information or any other Information supplied or made available by any of them to Receiving Party, any member of Receiving Party's Group. Receiving Party agrees that it will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by Disclosing Party, any member of its Group or their respective Agents in connection with the Confidential Information or any matter contemplated thereby.

## **6. Remedies**

- 6.1 Without affecting any other rights or remedies that Disclosing Party may have, Receiving Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach by Receiving Party of any of the provisions of this Agreement and/or breach of confidence, and that Disclosing Party is entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and / or breach of confidence and that no proof of special damages will be necessary for the enforcement of such remedies.
- 6.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any other right, power or privilege under this Agreement or otherwise.
- 6.4 Receiving Party shall inform Disclosing Party immediately it becomes aware of any non-compliance with the terms of this Agreement by any party to whom it has disclosed any

of the Confidential Information of Disclosing Party and shall, at Disclosing Party's request, take such action as necessary to enforce those terms at its own expense.

## **7. Term and Termination**

This Agreement shall remain valid until the later of 2 (two) years from the date of termination of the last of the Discussions (to be confirmed by both parties in writing) and a period of 2 (two) years from the date of signing of this Agreement (which term may be extended by written consent of both the parties).

## **8. General**

8.1 This Agreement shall inure to the benefit of, and be enforceable by, the successors and assigns of each Party.

8.2 The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

8.3 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

8.4 Each of the parties to this Agreement confirms that this Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter, and supersedes any previous agreement between the parties with respect thereto.

8.5 No right or licence is granted by Disclosing Party in relation to the Confidential Information except as is strictly required for the performance by Receiving Party of its obligations in connection the Discussions. Any such right or licence shall automatically terminate upon the termination or expiry if this Agreement or Disclosing Party's serving a written request on Receiving Party to return or destroy its Confidential Information pursuant to clause 4 above, whichever occurs first.

## **9. Governing Law and Jurisdiction**

This Agreement is governed by, and shall be construed in accordance with, the laws of Netherlands, and both parties hereby irrevocably submit to the exclusive jurisdiction of the The Netherlands Commercial Court.