



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Deausen Enterprises Inc., dba Deausen Realty, a Maryland incorporated company, located at 10460 Democracy Blvd, Potomac MD 20854 ("Company"), the person or entity signing as "Recipient" below.

Definitions. For purposes of this Agreement: "Information" shall mean all information provided by the Company, as well as any other information labeled "Confidential" by Company or provided to Recipient by Company with reference to this agreement. Such information excludes, however, any information which (i) has been or is obtained by Recipient from a source independent of Company and not desiring such information from Company, (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Recipient or its personnel, or (iii) is independent developed by Recipient without reliance in any way on the information or Materials provided by Company. "Materials" shall mean all memoranda, notes, records, drawings, manuals, disks or other documents and media (including all copies, extracts and summaries thereof) containing any Information or provided to Recipient by Company with reference to this Agreement. "Authorized Use" means the review of the Information of the purpose of determining the feasibility of the transaction.

Limited Use. Recipient acknowledges that it is to be given access to the Information and Material solely for purposes of the Authorized Use. Recipient agrees that (i) it will not use the Information, (ii) it will keep the Information confidential at all times, and (iii) it will not copy or modify the Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Company. Recipient shall limit its disclosure of the Information and Materials to employees within its own organization whom Company could reasonably expect to have a legitimate need to receive such Information and Materials in order to accomplish the Authorized Use.

Proprietary Protection. Company shall have sole and executive ownership of all rights, title and interest in and to the Information and Materials, subject only to the rights and privileges expressly granted by Company.

Recipient agrees that all contact with a prospective seller of a property or asset that is the subject of the Information, shall be made through Company. Recipient shall not contact seller, directly or indirectly, regarding the Information. Recipient understands that the Company shall be entitled to a commission or fee for their efforts, and that they are the procuring cause of any transaction related to the information.

Recipient acknowledges that, in the event of any breach of this Agreement, Company will not have an adequate remedy in money or damages. Company therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Company's right to obtain such relief shall not limit its right to obtain other remedies.

Disclaimer. Except as may otherwise be set forth in a signed, written agreement between the parties, Company makes no representation or warranty as to the accuracy, completeness, condition, suitability or performance of the Information or Materials, and Company shall have no liability whatsoever to Recipient resulting from its use the Information and Materials.

Terms and Termination. Upon the earlier of Company's request or the completion of the Authorized Use, Recipient shall promptly return or destroy all Materials and discontinue all further use of the Information. Upon Company's request, Recipient shall promptly certify that such action has been taken. The restrictions contain in this Agreement shall remain in this Agreement shall remain in effect until three (3) years after the return or destruction of all Materials.

General. The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Maryland, as it applies to a contract executed, delivered and performed solely in such state. Recipient may not sell, transfer, assign, sublicense or subcontract any right or obligation hereunder without the prior written consent of Company.

Non-Circumvention. In and for valuable consideration, Client hereby agrees that Deausen Enterprises Inc. may introduce (whether by written, oral, data, or other form of communication) Client to one or more Investors, including, without limitation, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sole proprietorships and similar entities (hereinafter an "Investor" or "Investors"). Client further acknowledges and agrees that the identity of the subject Investors, and all other information concerning Investors (including without limitation, all mailing information, phone and fax numbers, email addresses and other contact information) introduced hereunder are the property of Deausen Enterprises Inc., and shall be treated as confidential and proprietary information by Client, its affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns. Client shall not use such information, except in the context of any arrangement with Deausen Enterprises Inc. in which Deausen Enterprises Inc. is directly and actively involved, and never without Deausen Enterprises Inc. prior written approval. Client further agrees that neither it nor its employees, affiliates or assigns, shall enter into, or otherwise arrange (either for

it/him/herself, or any other person or entity), any Transaction, business relationship, meeting, phone call, or other correspondence with such Investors, either directly or indirectly, or accept any Transaction, compensation or advantage in relation to such Investors, except as directly through Deausen Enterprises Inc., without the prior written approval of Deausen Enterprises Inc. Deausen Enterprises Inc. is relying on Client's assent to these terms and their intent to be bound by the terms by evidence of their signature. Without Client's signed assent to these terms, Deausen Enterprises Inc. would not introduce any Investors or disclose any confidential information to Client as herein described.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as set forth below.

Deausen Enterprises Inc.

RECIPIENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_