

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is made as of _____ (the “Effective Date”), by and between:

- 1) AFI Global Real Estate & Trading Consultants S.A.R.L./gmbH, a company organized and existing under the laws of Switzerland, with its registered office at Rue De La Riaz 19 1026 Echandens, Switzerland (“AFI Global”); and
- 2) _____, a company organized and existing under the laws of _____, with its registered office at _____ (the “Counterparty”).

AFI Global and the Counterparty are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

1. Purpose

The Parties wish to explore a potential acquisition of, or investment in, the real estate or hospitality opportunity presented by AFI Global under reference _____ (the “Opportunity”), and related investment or development opportunities (“Purpose”) and, in connection therewith, may disclose certain confidential, proprietary, or non-public information to each other.

2. Definition of Confidential Information

“Confidential Information” means all non-public, proprietary, or confidential information, in whatever form or medium, that one Party (“Disclosing Party”) discloses to the other Party (“Receiving Party”) relating to the Purpose, including but not limited to business plans, financial data, contracts, projections, valuations, designs, and discussions.

Confidential Information shall not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully in the Receiving Party’s possession prior to disclosure; (c) is rightfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party shall: (a) keep all Confidential Information strictly confidential and use at least the same degree of care it uses for its own confidential information (but no less than reasonable care); (b) not disclose Confidential Information to any third party except to its



directors, officers, employees, advisers, or agents who need to know such information for the Purpose and who are bound by confidentiality obligations; and (c) not use the Confidential Information for any purpose other than evaluating or pursuing the Purpose.

4. Permitted Disclosures

The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that (where legally permissible) it gives prompt written notice to the Disclosing Party and cooperates to seek protective measures.

5. Ownership

All Confidential Information remains the property of the Disclosing Party. No license or other right is granted by this Agreement except as expressly stated.

6. Return or Destruction

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information, except that one copy may be retained solely for compliance or evidentiary purposes.

7. Duration

This Agreement shall commence on the Effective Date and remain in effect for two (2) years. The confidentiality obligations shall survive termination or expiry for the same period of two (2) years after the last disclosure.

8. No Obligation

Nothing in this Agreement obligates either Party to proceed with any transaction or business relationship. Each Party reserves the right, in its sole discretion, to terminate discussions at any time.

9. Non-Circumvention

Each Party agrees that it shall not, directly or indirectly, contact, negotiate with, or enter into any transaction or agreement with any person, entity, or contact introduced by the other Party in connection with the Purpose, without the prior written consent of the introducing Party. This obligation shall remain in effect for a period of two (2) years from the date of introduction. Any transaction concluded in breach of this clause shall entitle the introducing Party to compensation equivalent to the fees or commissions that it would reasonably have earned had it participated in the transaction.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Switzerland. Any dispute arising out of or in connection with this Agreement shall be submitted to the



exclusive jurisdiction of the competent courts of the Canton of Vaud, Switzerland, without regard to conflict of law principles.

11. Miscellaneous

(a) This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or agreements. (b) Any amendment must be in writing and signed by both Parties. (c) If any provision is held invalid, the remaining provisions shall remain in full force and effect. (d) This Agreement may be executed in counterparts (including electronic copies), each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

AFI Global Real Estate & Trading Consultants Counterparty: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____