

# **CONFIDENTIAL NON-DISCLOSURE AGREEMENT**

This Confidential Disclosure Agreement (this "Agreement") is entered into by and between **Charles C Huang /Laura Hu** ("Disclosing Party") and the undersigned recipient ("Recipient").

WHEREAS Disclosing Party and Recipient intend to engage in discussions concerning a possible business Relationship (like to format new business entity for long term joint investment in Real Estate etc.), and in order to facilitate such discussions, Disclosing Party may disclose information of a proprietary and/or confidential nature to Recipient;

NOW, THEREFORE, in consideration of the parties' discussions and any disclosure of proprietary and/or confidential information, the parties hereby agree as follows:

1. Recipient understands that Disclosing Party has disclosed or may disclose information (including, without limitation, the personal information and expertise of Disclosing Party, the names, address and other information regarding investment properties, property information and other business, financial and operating plans, forecasts, strategies and information, Information that Disclosing Party gets from third party during the marketing research for the investment properties), which to the extent previously, presently, or subsequently disclosed to Recipient is hereinafter referred to as "Proprietary Information or Confidential Information" of Disclosing Party.

2. Recipient agrees: (a) to hold Disclosing Party's Proprietary Information in confidence and to take all necessary precautions to protect such Proprietary Information; (b) not to divulge any such Proprietary Information or any information derived therefrom to any third person; and (c) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally whether to enter into the currently contemplated business relationship with Disclosing Party. Recipient shall limit the use of and access to Disclosing Party's Proprietary Information to Recipient's professional advisers who need to know such Proprietary Information for the purpose of such internal evaluation and shall cause such persons to comply with the obligations set forth herein. Recipient shall treat the Proprietary Information with at least the same degree of care and protection as it would use with respect to its own proprietary information. The foregoing obligations shall survive for a period of two (2) years from the date of disclosure of the Proprietary Information.

3. In the event that Recipient or any of Recipient's representatives are requested to, or required by applicable law, regulation or legal process to, disclose any of the Proprietary Information, Recipient will notify Disclosing Party promptly in writing so that Disclosing Party may seek a protective order or other appropriate remedy or, in Disclosing Party's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that Disclosing Party does not waive compliance with the terms of this Agreement, Recipient will furnish only that portion of the Proprietary Information which Recipient is advised by counsel is legally required.

4. Immediately upon: (a) the decision by either party not to enter into a business relationship; or (b) a request by Disclosing Party at any time; Recipient will turn over to Disclosing Party all Proprietary Information of Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts or summaries thereof.

5. Recipient acknowledges and agrees that due to the unique nature of Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and that any such breach may allow Recipient or third parties to unfairly compete with Disclosing Party resulting in irreparable harm to Disclosing Party. Therefore, upon any such breach or any threat thereof, Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. Recipient will notify Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. In the event that any of

the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

6. No warranties of any kind are given with respect to the Proprietary Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing by both parties.

7. This Agreement supersedes all prior discussions and writings, and constitutes the entire agreement between the parties, with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

8. THE VALIDITY, ENFORCEMENT, INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, OR THE STATE OF RECIPIENT LIVES.

9. The Recipient understands that the Disclosing Party has spent lot of time in the Marketing research and the Recipient agrees not to circumvent Disclosing Party and/or its agents during the underwriting or pursuit of this opportunity. The Recipient agrees not to contact the owner/originator/Broker of this Asset or Note or any of its representatives, nor pursue negotiations through any other entity other than the Disclosing Party. The Recipient further agrees to pay the fee of 3% of the purchase price to the Disclosing Party if Recipient circumvents the Disclosing Party or uses any third party to circumvent Disclosing Party.

**Disclosing Party:**

**Name:** Charles C Huang/Laura Hu, P O Box 931646, Norcross, GA 30003

**Signed By:** \_\_\_\_\_

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

**Recipient(s):**

**Name:** \_\_\_\_\_ **Address** \_\_\_\_\_

**Signed By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

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

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

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

**Email:** \_\_\_\_\_