



# M.Y Partners, Inc.

Commercial Real Estate Services

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## CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

THIS AGREEMENT governs the disclosure of information provided by **M.Y Partners, Real Estate Services** to \_\_\_\_\_ as of \_\_\_\_\_ (the "Effective Date")."

### 1. Definition of Confidential Information:

As used herein, "Confidential Information" shall mean any and all technical and non-technical information related to potential purchase transaction provided by Yekta Group International to the recipient party, including but not limited to (a) Name and locations, (b) trade secret, and (c) copyrighted information (d) proprietary information-- ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, price, gross sale, net income, rent, lease information, landlord's name, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

### 2. Identification of Confidential Information:

If the Confidential Information is embodied in tangible material (including without limitation, business sale, real estate sale, lease information, landlord information, Tax returns, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

### 3. Handling of Confidential Information

Recipient party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and will not disclose to any third party, except as approved in writing by Yekta Group International to this Agreement, and will use the Confidential Information for no purpose other than potential purchase transaction to this Agreement.

### 4. Confidentiality Agreement Term and Termination

This Agreement shall terminate one (1) year after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of two (2) years. Upon written request of Yekta Group International, the recipient party shall promptly return to the all documents and other tangible materials representing the Confidential Information and all copies thereof.

5. Confidentiality Agreement Warranties

Recipient party represents and warrants to Yekta Group International that it has the requisite corporate authority to enter into and perform this Agreement, and its execution and performance under this Agreement,.

6. No Export

The recipient party shall not export, directly or indirectly, any information acquired from Yekta Group International pursuant to this Agreement or any product utilizing any such data to any party without first obtaining such approval.

7. Equitable Remedies

Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Disclosure for which Discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.

8. Confidentiality Agreement Miscellaneous

Recipient party shall not transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of Yekta Group International, Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of California without reference to conflict of laws principles. Each party agrees consent to venue and personal jurisdiction in Alameda County, California If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the recipient party hereto has caused this Confidentiality Agreement to be executed as of the Effective Date.

Recipient ( Print Name) :

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

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