

IIB DEVELOPMENT GROUP (IIB-DG)

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 DEVELOPMENT GROUP (IIB-DG)

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***Effective Date”***) and agreed and entered into by and between:

**IIB DEVELOPMENT GROUP,LLC**

(a company organized under the laws of the District of Columbia, USA and having its principal address at 1050 Connecticut Ave NW, 10th Floor Washington, DC 20036, USA)

AND

**[ENTER FULL LEGAL NAME OF RECIPIENT]**

(a company organized under the laws of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having its principal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(the above parties collectively hereinafter referred to as “**Parties**” and “**Party**” shall mean any one of them as the context may require)

 In connection with and in consideration of IIB Development Group, LLC (the ***“Company”***) providing to the above addressee (together with its respective affiliates, “***Recipient***”) certain information (i) which is non-public, confidential or proprietary in nature for the purposes of facilitating a possible transaction or business relationship between the Company and the Recipient (the “***Proposed*** Transaction”) and (ii) to introduce Recipient and its products and services to certain business contacts of Recipient in order to facilitate mutually advantageous opportunities for the Company and Recipient, Recipient agrees as follows (the “***Agreement***”):

 1. Definition of “Confidential Information”. As used herein, “***Confidential Information***” means all information pertaining to, created for or by, or in possession of the Company, or its employees, affiliates, officers, directors, agents, advisors (including its attorneys, financial advisors, appraisers and accountants), consultants or representatives (collectively, the “***Company Representatives***”)at any time, which is, or has been (whether prior to, on, or after the Effective Date) disclosed (whether in writing, orally, visually, electronically or by any other means, and whether or not marked or indicated as being confidential) to Recipient, or any of its employees, affiliates, officers, directors, partners, members, managers, agents, advisors (including its attorneys, financial advisors, appraisers and accountants), consultants or representatives (collectively, its “***Representatives***”), which the Company reasonably considers proprietary, confidential or protectable, or which is non-public, which includes, but is not limited to: (a) information pertaining to the Company and its past, present or future business, operations, business concepts and strategies, models, pricing methods, cost structure, products, services, customer and vendor information (including names and contact information), intellectual property, methodologies, trade secrets, scientific and technical information, formulas, designs, transactions (whether prospective, ongoing or completed), prospects, licensing procedures and arrangements, and financial information that is non-public, confidential or proprietary in nature, (b) the terms, conditions or other information pertaining to the Proposed Transaction and any discussions in connection therewith, (c) any contact or business relationship of the Company that was not, prior to the Effective Date of this Agreement, an established business relationship of Recipient (the ***“Client Lists”***) and (d) any memoranda, studies, reports, analyses, compilations, extracts or notes Recipient or its Representatives prepare or produce that are based on, in whole or in part, reflect or contain any Confidential Information (the items referred to in this clause (d) collectively referred to as “Notes”).

 Confidential Information does not include any information that (x) Recipient can clearly establish by written documentation was already known by Recipient or its Representatives prior to its disclosure by the Company or a Company Representative hereunder, (y) is, or becomes, generally available to the public other than as a result of a disclosure by Recipient, or any of its Representatives, in violation of this Agreement or (z) is, or becomes, available to Recipient, or its Representatives, on a non-confidential basis from a source other than the Company or any Company Representative, *provided, however,* that such source was not, and could not reasonably have been, known by Recipient, or its Representative, to be subject to an obligation not to disclose such information.

 2. Nondisclosure of Confidential Information. Recipient will take all measures practicable to keep the Confidential Information confidential and agrees not to disclose any Confidential Information except disclosures (i) to its Representatives who need to know the Confidential Information and then only to the extent required to evaluate the Proposed Transaction, (ii) with the prior written consent of the Company, (iii) to the extent compelled by a legal or administrative order, proceeding or investigation (each an ***“Order”***) by a court or by a judicial, administrative, legislative, regulatory or self-regulating authority, agency, body or committee (***“Governmental Authority”***) or (iv) to the extent required in connection with the Proposed Transaction by any applicable statute, rule, regulation or other legal requirement promulgated by any Governmental Authority. Recipient agrees to use the Confidential Information solely in connection with facilitating the Proposed Transaction and will not use such Confidential Information outside of a discussion or communication directly with the Company or the Company’s Representatives or Recipient’s own internal discussions of such Proposed Transaction. Recipient represents that each of its Representatives to whom Confidential Information has been or will be disclosed has been, or will be prior to such disclosure, informed of the obligations herein concerning the Confidential Information. Recipient is liable for any breach of this Agreement caused by any of its Representatives the same as if Recipient shall have caused such breach. Recipient hereby agrees to safeguard the Confidential Information from unauthorized disclosure. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

 3. Client Lists; Liquidated Damages. Notwithstanding any other provision of this Agreement, without the prior express written approval of the Company, Recipient and/or its Representatives will not (a) contact any person from or covered by any Client Lists or (b) enter into any negotiation, agreement or other arrangement with any person from or covered by any Client Lists. Recipient hereby acknowledges that the value of the information contained in the Client Lists, and the value of damages that would be caused by any unapproved use by Recipient, or its Representatives, of such Client Lists, would be be difficult to calculate. Accordingly, Recipient agrees that any unapproved use of the Client Lists, in any form, by it or its Representatives will result in liquidated damages being immediately due and owing by Recipient to the Company in an amount equal to the greater of (y) $25 million and (z) fifteen percent (15%) of the total value of any transaction, agreement, or other arrangement Recipient, or its Representatives, enter into or finalize with any person from or covered by any Client Lists. In addition to any liquidated damages, the Company may pursue any and all other rights and claims it may have hereunder, including those under Section 8.

 4. Notice Preceding Compelled Disclosure. In the event that Recipient receives an Order, Recipient will, to the extent legally permissible, (i) promptly notify the Company thereof, (ii) consult with the Company on the advisability of taking steps to resist or narrow such disclosure and (iii) if disclosure is required, cooperate with the Company should the Company seek to obtain an order or other available assurance that confidential treatment will be accorded to the Confidential Information.

 5. Return of Information. Upon request by the Company, all written Confidential Information, all copies thereof and all Notes (including any such Confidential Information or Notes contained on a computer or electronic storage system) shall be destroyed by Recipient or returned to the Company whereupon Recipient shall certify to the Company in writing that is has fully complied with the Company’s request. However, the Recipient shall not be required to return or destroy (a) Notes, (b) Confidential Information required to be retained pursuant to law, regulation or document retention policies relating to financial institutions and (c) any Confidential Information in the form of an electronic communication (collectively, “Secondary Information”) provided that the Secondary Information is kept confidential in accordance with the terms hereof.

 6. No Warranty of Accuracy. Neither the Company makes nor any of the Company Representatives make any representation or warranty as to the accuracy or completeness of any information which is so provided, and none of the Company, any “controlling persons” (within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended) nor any Company Representatives shall have any liability to Recipient or its Representatives resulting from the use of such information by Recipient or its Representatives and Recipient will only be entitled to rely on such representations and warranties as the Company may provide in the definitive documents agreed and entered into between the Company and Recipient with respect to the Proposed Transaction, subject to such limitations and restrictions as may be contained therein. For the purposes of this Section 6, “information” is deemed to include all information furnished by the Company (or any Company Representative pertaining to the Proposed Transaction) to Recipient or its Representatives, including the Confidential Information. All such information disclosed by the Company or the Company Representatives to Recipient or its Representatives pursuant to this Agreement shall be and remain the property of the Company. Nothing in this Agreement shall be construed as granting to Recipient any right, title or interest in or to any patent, trademark, license, copyright or other right of the Company. Recipient hereby releases the Company from any liability for and agrees to indemnify the Company for any injuries or damages to Recipient or any of its Representatives resulting on any premises or property owned or leased by the Company in connection with any site visit, or other due diligence or information gathering visit, except as is directly the result of the Company’s gross negligence or willful misconduct.

 7. No Waiver. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

 8. Remedies. Recipient acknowledges and agrees that the Company may be damaged irreparably and that money damages would not be a sufficient remedy if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, without affecting any other rights or remedies that either party may have, Recipient agrees that the Company shall be entitled to specific performance and injunctive relief as remedies for any such breach, or threatened breach, and that it will not oppose a claim by the Company that it is entitled to the remedies of injunction or specific performance for any breach, or threatened breach, of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Recipient or its Representatives, but shall be in addition to all other remedies available by law or in equity to the Company.

 9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York. Recipient hereby consents to jurisdiction in any action brought in any court, federal or state, within the State of New York having subject matter jurisdiction arising under this Agreement.

 10. Termination. This Agreement and any obligations hereunder shall terminate 10(Ten) years from the Effective Date.

 11. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

 12. Entire Agreement; No Amendment. This Agreement constitutes the entire agreement between Recipient and the Company with respect to the subject matter hereof, and supersedes any prior understandings or representation relating to such subject matter, and shall not be subject to change or amendment except by subsequent written agreement signed by authorized representatives of each such party. All provisions of this Agreement are severable, and the unenforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

 13. Counterparts. This Agreement may be signed in multiple counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

If Recipient is in agreement with the foregoing, please sign and return the enclosed copy of this letter, which will then constitute the Agreement with respect to the subject matter of this letter as of the Effective Date.

AGREED AND ACCEPTED

**IIB Development Group, LLC [full legal name of recipient]**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_