

## Non-Disclosure Agreement

This Non-Disclosure Agreement (“**NDA**”) is entered into and effective as of ..... by and between ..... (the “**Client**”) and Vladi Private Islands GmbH, a company registered under the laws of the Federal Republic of Germany and with its registered seat at Ballindamm 26, 20095 Hamburg, Germany (“**Vladi Private Islands**”).

You, the Client, have expressed an interest in ..... (the “**Transaction**”), a property listed by Vladi Private Islands. At the request of the Property Owner(s) an NDA must be signed by Client before certain **Confidential Information** (defined as all business, financial, operational or other information regarding the Transaction and supplied to the Client by Vladi Private Islands) is made available. The terms and conditions of this agreement are as follows:

1. The Client will hold the Confidential Information in strict confidence and will not disclose, copy, reproduce or distribute it to any person other than its **Authorised Recipients** (defined as the Client’s directors, officers, employees, associates, affiliates and advisers who are directly concerned with the Transaction and whose knowledge of such Confidential Information is necessary for the Transaction).
2. Neither the Client nor the Authorised Recipients will, without the prior consent of Vladi Private Islands:
  - a. reveal to any person other than an Authorised Recipient that negotiations are taking place in relation to the Transaction or reveal any other details concerning the status of negotiations
  - b. use the Confidential Information for any purpose other than to evaluate the Transaction
3. The undertakings in paragraphs 1 and 2 will not apply to information which:
  - a. was already in the public domain at the time of disclosure to the Company
  - b. has subsequently come into the public domain, except through a breach of this NDA
  - c. is required to be disclosed by any regulatory organisation or if otherwise required by law
4. All correspondence, inquiries, offers to purchase and negotiations relating to the Transaction will be conducted exclusively through Vladi Private Islands. The Client and Authorised Recipients agree only to contact the property owner and/or the affiliates of the property owner through Vladi Private Islands.
5. The obligation of the client set forth in this NDA shall terminate 2 years after its creation and shall remain effective in the event that the Client terminates its co-operation with Vladi Private Islands.
6. The Client agrees to ensure that each of the Authorised Recipients adheres to the terms set forth in this NDA and acknowledges that it shall be liable for any damages incurred in connection with the breach of its obligations.

This NDA shall be governed by, and construed in accordance of German law, and each party irrevocably submits to the exclusive jurisdiction of the German courts.

Both parties agree that a signed, facsimile copy shall have the same force and effect and as the original NDA



All signatories hereto acknowledge that they have read and each party fully understands the terms and conditions contained in this agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.

**WE THE UNDERSIGNED, FULLY AND IRREVOCABLY AGREE TO THE TERMS AND CONDITIONS OF THIS NON-DISCLOSURE AGREEMENT.**

Accepted and Agreed:

**VLADI PRIVATE ISLAND**

**CLIENT**

First Name.....

First Name.....

Last Name.....

Last Name.....

Position.....

Company.....

Signature.....

Position.....

Date.....

Your Email.....

Phone.....

Street.....

Zip.....

City.....

Country.....

Signature.....

Date.....