

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**” or “**NDA**”) is entered into and effective as of the date of the last signature below (the “**Effective Date**”) between \_\_\_\_\_ (the “**Interested Party**”), and First Federal Realty DeSimone, a Nevada (“**FFRD**”). As used herein, the “**Disclosing Party**” means FFRD and any party/client represented by FFRD.

**1. Confidential Information.** “**Confidential Information**” means all information that is or has been disclosed to the Interested Party or its Representatives (as defined in Section 2) by the Disclosing Party or its Representatives in connection with the Purpose (as defined in Section 4) or otherwise, unless such information is excluded from the definition of Confidential Information pursuant to Section 3(b). Confidential Information includes, without limitation (except as excluded pursuant to Section 3(b)), confidential and/or proprietary information, data and materials, business plans, financial reports and data, marketing data, employee data, customer lists, forecasts, strategies, all business information, software or firmware codes, layouts, diagrams, designs, algorithms, inventions, unpublished patent, trademark, or copyright applications or registrations, or other know-how, specifications, drawings, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, techniques, formulae, compositions, information, data, results, plans, surveys and/or reports of a business development and/or a marketing nature. Confidential Information will be protected under this Agreement irrespective of whether it is identified as “confidential,” “proprietary,” etc. at the time of disclosure. Confidential Information may be that of the Disclosing Party or of third parties to whom the Disclosing Party has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by the Interested Party that are based on or contain any such information.

**2. Representatives.** “Representative” of a party means its affiliates, directors, officers, employees, attorneys, agents and financial and other advisors.

**3. Protection of Confidential Information.** The Interested Party agrees to the following:

(a) The Interested Party: (i) will not (and will cause its Representatives not to) disclose the Confidential Information to any person or entity, other than Representatives of the Interested Party who need to know such information in order to achieve the Purpose, and only if such Representatives are bound by obligations of confidentiality consistent with the terms of this Agreement (and, in any event, the Interested Party will be responsible for a breach of this Agreement by its Representatives as if such Representatives were party hereto); and (ii) will (and will cause its Representatives to) use the Confidential Information only for the Purpose and not to the detriment of the Disclosing Party or its Representatives. The Interested Party will use (and will cause its Representatives to use) the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.

(b) “Confidential Information” does not include information that: (i) the Disclosing Party authorizes in writing to be disclosed, to the extent so authorized; (ii) the Interested Party knows at the time of disclosure by the Disclosing Party, free of any obligation to keep it confidential; (iii) is or becomes generally known to the public other than as a result of a disclosure by the Interested Party or its Representatives in violation of this Agreement; (iv) the Interested Party independently develops without access to or use of Confidential Information; or (v) the Interested Party rightfully obtains from a third party who has the right to disclose it without violation of any confidentiality obligations. No combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in

the Interested Party's possession, unless the combination itself and its principles of operations are in the public domain or in the Interested Party's possession; and

(c) If the Interested Party is subject to judicial or governmental proceedings requiring disclosure of particular Confidential Information or is otherwise required to disclose Confidential Information pursuant to applicable law, regulation or stock exchange listing requirement, then, prior to any such disclosure and to the extent permitted by applicable law, regulation or stock exchange listing requirement, the Interested Party will provide the Disclosing Party with reasonable prior written notice and will obtain, or provide the Disclosing Party with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.

**4. Purpose.** Purchase of Nail Salon by the Interested Party or one of its affiliates. Name of Business to be disclosed upon receipt of this signed NDA.

**5. Return of Confidential Information.** All Confidential Information remains the property of the Disclosing Party and will be returned to it or destroyed at its request. Within thirty (30) days of receiving such a request from the Disclosing Party, the Interested Party will comply with the request and provide a written certification, signed by an officer, of its compliance. Notwithstanding the foregoing, where necessitated by applicable laws and regulations, the Interested Party may retain such Confidential Information strictly up to the extent necessary to comply with such laws and regulations, provided that the Interested Party shall maintain the confidentiality of the Confidential Information so retained in accordance with the confidentiality obligations herein. In respect of notes, abstracts and other tangible embodiments made by the Interested Party or its Representatives that are based on or contain any Confidential Information, the Interested Party agrees to comply with the confidentiality obligations herein.

**6. No Publicity.** Subject to any disclosure required under clause 3(c) above, the Interested Party shall not disclose to any third party (except its Representatives to the extent permitted under clause 3(a) above), or make any announcement or press release regarding, the existence and progress of the Purpose or the fact that Confidential Information has been made available, except with the prior written consent of the Disclosing Party. The Interested Party shall ensure that its Representatives comply with the aforesaid obligation.

**7. No License or Warranty.** No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT. The Interested Party agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Interested Party or to any of its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties that are made in a Definitive Agreement (as defined in the next sentence), when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. The term "**Definitive Agreement**" means a written contract executed by all parties thereto for the consummation of the Purpose, which is subject only to such conditions to closing as may be negotiated between the parties thereto, and does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid.

**8. No Inducement or Commitment.** The Disclosing Party will determine in its sole discretion the information to be disclosed to the Interested Party. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter

into any business relationship. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement with respect to such opportunities.

**9. Communications Protocols.** Neither the Interested Party nor its Representatives will initiate or maintain contact with the Disclosing Party or its Representatives regarding the business, operations, prospects or finances of the Disclosing Party, except with the express permission of FFRD.

**10. Term & Termination.** This Agreement will be effective for three (3) years from the Effective Date. Notwithstanding the foregoing, all provisions of this Agreement will survive termination as long as necessary to resolve any dispute relating to an alleged breach of this Agreement.

**11. Assignment & Binding Effect.** Neither party may assign this Agreement without the other party's prior written consent, except that no such consent is needed in the event of a party's assignment or transfer of the majority of its stock or all, or substantially all, of its assets, as part of a merger, acquisition or asset sale. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns. The Interested Party acknowledges and agrees that FFRD's affiliates are third party beneficiaries of this Agreement.

**12. Jurisdiction & Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, exclusive of its choice of law principles. The state and federal courts located in Clark County, Nevada have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. Each party consents to the personal jurisdiction and venue of these courts.

**13. Privilege; Joint Defense.** To the extent that any Confidential Information may include materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Interested Party understands and agrees that the parties hereto have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of such parties that the sharing of such materials is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

**14. Entire Agreement.** This Agreement contains the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the right to require performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect.

**15. Injunctive Relief.** Notwithstanding any other term of this Agreement, it is expressly agreed that a breach of this Agreement will cause irreparable harm to the Disclosing Party, and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Disclosing Party will be entitled to seek injunctive and/or other equitable remedies in the event of any threatened or actual violation of any of the provisions of this Agreement.

**16. General.** The Interested Party acknowledges that the Disclosing Party's affiliates have publicly traded debt and equity and that the Interested Party is aware of the prohibition on trading in such securities while in possession of material, non-public information. Any notice under this Agreement, if sent to the party entitled to such notice at the address set forth above, will be deemed

to have been provided three (3) business days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by national overnight service.

*[signature page follows]*

**FIRST FEDERAL REALTY DESIMONE, LLC**

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

[signature]

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

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

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

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

[signature]

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

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

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

**INTERESTED PARTY**

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

[signature]

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

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

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

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

[signature]

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

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

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

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

[signature]

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

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

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

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

[signature]

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

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

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