

Non-Disclosure Agreement

Between

**IMMOHUNTER24**

and

**XXXXX\_\_\_\_\_\_\_\_\_\_\_\_\_ XXXX\_\_\_\_\_\_\_\_\_\_\_\_**

This Non-Disclosure Agreement (the “Agreement”) is entered into between :

**NAME: XXXXXXXXXXXXXX Address\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

**immohunter24 & Partner**, José Luis Santiago, CIF: 30571079-P Calle Guitarrista Tárrega, Nº 25, E-03730-Jávea (Alicante) info@immohunter24.com

**1- PURPOSE AND BACKGROUND**

1.1 The Parties have entered into discussions regarding the possible business opportunities for the acquisition of Hotels.

This Agreement sets out the terms on which Parties will share Information (as defined below) in relation to the Proposed Collaboration.

**2 - INFORMATION**

2.1 For the purpose of this Agreement “Information” shall include any and all information about financial, technical, operational, administrative, business, corporate, commercial matters and any other information and documents relating to the Proposed Collaboration disclosed or made available by one party to the other. In addition, “Information” will include any and all notes, analysis, compilations, studies, patents, trademarks, drawings, presentations, flows, images, calculations, whitepapers, reports and other documents , if they are available and provided by the seller, prepared by any of the Parties containing, reflecting or otherwise derived from the Information.

**3 - CONFIDENTIALITY OBLIGATIONS**

3.1 The Parties disclose the Information only for the purpose of evaluating, considering, documenting and/or consummating the Proposed Collaboration. The Partner acknowledges that the Information is confidential and is received under a duty of confidentiality.

3.2 Unless otherwise authorized in writing by the Parties, the Information shall not be circulated within their own organization except to persons with a need to know, nor disclose it to any third party (including subsidiaries and associated entities and their officers, employees, etc.), without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties shall be entitled to circulate Information to its professional advisor without the prior written consent of other Party, however provided that each of such professional advisors are made aware of the terms of this Agreement and that each such person adhere to those terms as if that person was a party to this Agreement.

3.3 Persons authorized in accordance with the foregoing shall be instructed that such Information is proprietary to other Party and is provided and disclosed subject to the provisions of this Agreement.

3.4 The Parties and its organizations shall not utilize, reproduce, or otherwise duplicate the Information except for the purpose of the Proposed Collaboration without the prior written consent of other Party.

3.5 Nothing in this Agreement may be construed as compelling either Party hereto disclose any Information to the other, or to enter into any further contractual relationships.

**4 - PUBLIC DOMAIN**

4.1 The Parties shall not be liable for disclosure to any third party of the Information if and to the extent that such Information :

4.1.1 has been published or was otherwise made publicly known at the time of disclosure to the other Party;

4.1.2 was in the other Party’s possession free of any obligation of confidence at the time of disclosure to the Parties;

4.1.3 entered into the public domain through no fault of the Party after disclosure of it to the Party;

4.1.4 was required by law or other mandatory regulation or court ruling, arbitration award or administrative order to be disclosed. In such event, the receiving Party shall prior to disclosure to the extent possible consult with the disclosing Party in relation to how disclosure shall be made.

**5 - TITLE TO INFORMATION**

5.1 The Information shall be and remain the property of the disclosing Party.

5.2 If any of the Parties ceases to be interested in the Proposed Collaboration, and in any event at the written request by other Party, all Information shall be promptly returned to disclosing Party, or, at it’s sole discretion, destroyed. Within thirty (30) days the Partners shall certify to each that has returned or destroyed the relevant information without having kept any copies or regions thereof.

5.3 Clause 5.2 shall not apply to the extent that the Partner is required to retain Information by applicable law, regulation or internal record keeping policies. The Parties will continue to be bound by the provisions of this Agreement in respect of all Information whether destroyed or retained as described above.

**6 - NO REPRESENTATION, WARRANTY OR LIABILITY**

6.1 The Parties acknowledge and confirm that, no representation or warranty is made as to the correctness, accuracy or completeness of the Information provided or as to the sufficiency or suitability thereof for the Parties’ purposes.

**7 - TERMINATION AND ASSIGNMENT**

7.1 The Agreement shall come into force on the date hereof and shall remain in force for a period of 1 (one) year thereafter.

7.2 This Agreement shall not be assigned or transferred by any of the Parties without written consent.

**8 - BREACH AND REMEDIES**

8.1 In the event of breach of this Agreement the Party in breach of the Agreement agrees to indemnify the other Party’s direct losses and liabilities by payment of damages in accordance with the general principles of Spanish law.

**9 - JURISDICTION AND ARBITRATION**

9.1 This Agreement shall be governed by and construed in accordance with the laws of Spain, excluding its conflict of laws rules.

9.2 Any dispute arising out of or in connection with this Agreement, including disputes regarding its existence or validity and disputes regarding this clause on governing law and jurisdiction and the court proceedings, must be decided by the ordinary courts.

**10 - GENERAL PROVISIONS**

10.1 Amendments

10.1.1 Any amendment to this Agreement is valid only if made in writing and signed by duly authorized representatives of the Parties.

10.1.2 10.2 Entire Agreement

10.2.1 This Agreement constitutes the whole and only agreement between the Parties relating to the Collaborations contemplated by the Agreement and supersedes any prior agreements, whether written or oral, relating to such Collaborations.

10.3 Counterparts

10.3.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

10.3.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

IMMOHUNTER24: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date: 28 February 2021