



UNILATERAL NON-DISCLOSURE AGREEMENT

This Unilateral Non-Disclosure Agreement (this “*Agreement*”) is entered into by and between **Bahia Village Communities, Inc.** company duly organized under the laws of the State of Florida, inclusive of its Affiliates (as herein defined) (collectively, the “*Company*”) and the undersigned counterparty (“*Recipient*”) as of the earlier date of their respective signatures hereto (the “*Effective Date*”). Each of the Company and Recipient may hereinafter be individually referred to as a “*Party*,” as appropriate, or collectively referred to as the “*Parties*.”

RECITALS

A. The Company and Recipient are contemplating a potential business transaction or business relationship wherein Recipient would purchase certain equity securities of the Company, and solely for the purposes of exploring such transaction or relationship, intend for the Company to provide to Recipient certain confidential information of the Company (the “*Permitted Use*”).

B. Recipient understands and acknowledges that as a condition precedent to its receipt of any confidential information of the Company for the Permitted Use, Recipient must duly enter into this Agreement.

C. As used in this Agreement, “*Affiliate(s)*” means, with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person. The term “Affiliate” of a Person shall be deemed to include any director, executive officer, limited liability company manager, general partner, or holder, directly or indirectly, of five percent (5%) or more of the voting equity securities of such Person controlling, controlled by, or under common control with any of the Indemnified Company Parties.

D. As used in this Agreement, “*Person*” means any individual, partnership, limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, syndicate, governmental authority, or other entity or organization.

NOW, THEREFORE, the Parties represent, warrant, covenant, and agree as follows:

AGREEMENT

Article I. Confidential Information; Exclusions.

Section 1.01 Confidential Information. As used in this Agreement, “*Confidential Information*” means any and all technical and non-technical information provided by the Company to Recipient, which may include without limitation information regarding: (i) patent and patent applications; (ii) trade secrets; (iii) proprietary and confidential 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 the Company, including without limitation the Company’s 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, sales and merchandising, marketing plans and information the Company provides regarding third parties; and (iv) all other information that the Recipient knew, or reasonably should have known, was the Confidential Information of the Company.



Section 1.02 Exclusions. Recipient will not have any obligations under this Agreement with respect to a specific portion of Confidential Information if Recipient can demonstrate with competent evidence that such Confidential Information:

- (a) was in the public domain at the time it was disclosed to Recipient;
- (b) entered the public domain subsequent to the time it was disclosed to Recipient, through no fault of Recipient;
- (c) was in Recipient's possession free of any obligation of confidence at the time it was disclosed to Recipient;
- (d) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time it was disclosed to Recipient; or
- (e) was developed by employees or agents of Recipient who had no access to any Confidential Information.

Section 1.03 Permitted Disclosure. Notwithstanding Article II herein, Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by law or regulation or a valid order of a court or other governmental body having jurisdiction; *provided, however,* that Recipient provides the Company with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Company in obtaining, a protective order preventing or limiting the disclosure or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

Section 1.04 Property of the Company. Confidential Information is and shall remain the sole property of the Company. Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of the Company to enter into any further agreement with Recipient, license any products or services to Recipient, or to require the Company to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

Section 1.05 No Warranties. THE COMPANY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY RECIPIENT AT ITS OWN RISK. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Article II. Handling of Confidential Information.

Section 2.01 Standard of Care. Subject to Section 1.02 herein, Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Company, and will use the Confidential Information for no purpose other than



the Permitted Use. Recipient will also protect such Confidential Information with at least the same degree of care that Recipient uses to protect

its own confidential information, but in no case, less than reasonable care. Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have either duly executed a copy of this Agreement or otherwise signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein

Section 2.02 No Reproduction. Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of the Company and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Company.

Section 2.03 No Reverse Engineering. Recipient agrees that the software programs of the Company contain valuable confidential information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without the prior written consent of the Company.

Section 2.04 No Exportation. Recipient will not export, directly or indirectly, any United States technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States' export laws or regulations.

Section 2.05 Notice of Loss. Recipient will immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.

Section 2.06 Return. Upon the termination or expiration of this Agreement, or upon written request of the Company, Recipient will promptly return to the Company all documents and other tangible materials representing any Confidential Information and all copies thereof.

Article III. Term; Termination. This Agreement shall be effective as of the Effective Date and remain of full force and effect for a period of three (3) years therefrom; *provided, however*, that subject only to Section 1.02 herein, Recipient's obligations under this Agreement will survive termination of this Agreement and will be binding upon Recipient and Recipient's heirs, successors, agents, and affiliates.

Article IV. Injunctive Relief. Recipient agrees that its breach of this Agreement will cause irreparable damage to the Company for which recovery of damages would be inadequate, and that the Company will be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

Article V. Miscellaneous.

Section 5.01 Advice of Counsel. The Parties acknowledge that each has either been represented by legal counsel of their choice in the negotiation, drafting, and execution of this Agreement, or have consciously chosen to waive their right to counsel. The Parties acknowledge and agree that by executing this Agreement, they have read this Agreement in their entirety and fully understand this Agreement.

Section 5.02 Amendment. This Agreement may only be amended by an instrument in writing signed by the Parties, which shall be attached to this Agreement as an addendum hereto.



Section 5.03 Assignment. Neither this Agreement nor the rights, interests, or obligations thereunder shall be assigned by Recipient (whether by operation of law or otherwise) without the prior written consent of the Company.

Section 5.04 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties may execute this Agreement in any number of duplicate originals, including by facsimile signature page sent via electronic mail, and the respective signatures of the Parties need not appear on the same counterpart. Delivery of an executed counterpart signature page by facsimile or electronic mail shall constitute execution and delivery of this Agreement by a Party to the other Party.

Section 5.05 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and this Agreement supersedes any and all prior agreements between them, whether oral or written, relating to the subject matter hereof.

Section 5.06 Further Assurances. Recipient agrees and covenants that at any time and from time to time it shall promptly execute and deliver to the Company such further instruments and take such further action as the Company may reasonably require of Recipient in order to carry out the full intent and purpose of this Agreement.

Section 5.07 Governing Law; Venue. This Agreement shall be deemed to have been made and delivered in the State of Florida, and construed in accordance with the laws of that state without regard to principles of conflicts of law. Any controversy, dispute, or claim arising from or relating to this Agreement, including, not limited to, the breach, enforcement, interpretation, or termination of any of this Agreement (each, a "Dispute"), shall be brought in the state or federal courts located in Hillsborough County, Florida, and the Parties submit to the personal jurisdiction and exclusive venue of, and waive any objection on the basis of venue to, such courts.

Section 5.08 Interpretation. As used in this Agreement, the singular use of any word shall include the plural use of such word, and any pronoun shall include the corresponding masculine, feminine and neuter forms. Whenever the term "including" is used in this Agreement, it shall include "but not limited to." The captions and headings of this Agreement are included for convenience of reference only and in no way define or limit any of the terms of this Agreement. Any uncertainty and ambiguity of this Agreement shall not be interpreted against any one Party in favor of the other.

Section 5.09 Notices. Any notices and other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given (i) when received by the receiving Party if mailed *via* United States registered or certified mail, return receipt requested, to the receiving Party's address set forth on the signature page hereto, (ii) three (3) business days from the date transmitted to the receiving Party if transmitted *via* overnight or express mail, (iii) one (1) calendar day from the date transmitted to the receiving Party if sent *via* email at the Receiving Party's email address set forth on the signature page hereto, or (iv) the date transmitted to the Receiving Party if personally delivered in person or by commercial courier to the receiving Party at the receiving Party's address set forth on the signature page hereto.



Section 5.10 Severability. If any provision of this Agreement shall be held or made invalid or otherwise unenforceable by a court of competent jurisdiction, statute, rule, or otherwise, the remainder of that this Agreement shall remain of full force and effect and not be affected thereby.

Section 5.11 Waiver. The failure of a Party to terminate or enforce the terms of any this Agreement upon the occurrence of any event of breach of this Agreement by the other Party will not be construed as a waiver or relinquishment of rights or obligations of the non-breaching Party, and this Agreement shall remain of full force and effect.

<signature page follows>



The undersigned have duly executed this Unilateral Non-Disclosure Agreement as of the date of their respective signatures below.¹

The Company:

_____ signature Sharon Amezcua _____ name

Bahia Village Communities, Inc. _____ signatory CEO _____ title

_____ date

_____ email

_____ address

Recipient:

_____ signature _____ name

_____ signatory _____ title

_____ date

_____ email

_____ address

¹ If signing on behalf of a legal entity, then please (i) identify the name of the legal entity for "**name**," (ii) identify the name of the natural person signing on behalf of the legal entity for "**signatory**," and (iii) identify the title that natural person holds with respect to the legal entity for "**title**." If signing on behalf of yourself as a natural person, then please only identify your name for "**signatory**."