

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made by and between **Populous, Inc.** ("Populous"), having the following address: 601 West 26th Street, Suite 1425, New York, NY 10001, and \_\_\_\_\_ ("Recipient"), having the following address: \_\_\_\_\_ . This agreement is effective as of April 29, 2026 on the following terms and conditions:

**RECITALS**

WHEREAS, the parties believe that they would mutually benefit by Populous sharing certain Confidential Information (as defined herein) and ideas of Populous in connection with **Confidential 500-Key Hotel Project** ("Project"); and

WHEREAS, the parties believe it is in their mutual interest to ensure that all such Confidential Information of Populous will be safeguarded and carefully protected by Recipient.

NOW THEREFORE, for consideration, the adequacy of which is hereby acknowledged and intending to be legally bound, the Recipient hereby agree as follows:

**AGREEMENT**

1. **Acknowledgement of Confidentiality:** Recipient hereby acknowledges that it has been or may be exposed to Populous', or its clients' or partners' confidential and proprietary information (whether verbally or in written documentation by employees/consultants of Populous) including, without limitation, the following specific information (collectively, 'Confidential Information'):
  - a) Technical Information, including analyses, research, processes, methods of development, ideas, 'know how' and the like; and
  - b) Business information, including sales and marketing research, business documentation and materials, consultant information, partner information, business plans, business opportunities, client lists, partner lists, research, trade secrets, accounting and financial information, employee personnel records and the like; and
  - c) Any other confidential or proprietary information disclosed or learned through access to Populous or its clients' premises or personnel; and
  - d) The identity of Populous' current clients and partners and prospective clients and partners with whom Populous has made initial contact shall also be considered Confidential Information; and
  - e) Any information designated by Populous, verbally or in writing, as confidential; and
  - f) Any of the above for any of Populous' holdings (in full or in part) or subsidiaries.
  
2. **Covenant:** Recipient hereby agrees that it shall not use or act upon the Confidential Information without Populous or Populous' client/partner prior written consent. Recipient hereby agrees not to commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a 'need to know' (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients, as Populous may approve in writing, provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Populous.
  
3. **Duty of Care:** Recipient shall use at least the same degree of care in safeguarding the Confidential Information to avoid use, disclosure, publication, or dissemination as it uses in safeguarding its own confidential Information, but in no event less than its best commercial efforts.
  
4. **Proprietary Rights Legend:** Recipient shall not alter or remove from any Confidential Information any proprietary rights legend, copyright notice, trademark or trade secret legend, or any other mark identifying the material as Confidential Information.

5. **Ownership:** All Confidential Information remains the property of Populous and/or its licensors, clients or partners. It is agreed that no license under any copyright, trade secret, or other proprietary right is granted, either directly or indirectly, by this Agreement or by any disclosure of Confidential Information hereunder. It is further agreed that Recipient shall return the Confidential Information of Populous within five (5) days of receipt of written request therefor.
6. **Term:** This Agreement shall commence as of the effective date and shall continue in full force for a period of three (3) years, or until the last item of Confidential Information is shared, whichever is later, and for three (3) years thereafter. Unless otherwise agreed in writing, this Agreement shall govern Confidential Information disclosed prior to (as well as after) the effective date hereof.
7. **Exceptions:** No obligation of confidentiality applies to any specific Confidential Information that Recipient can prove:
  - a) is, or becomes, publicly available through no fault or breach on the part of Recipient, but only from such date as the information becomes so available;
  - b) was rightfully in Recipient's possession as shown by written records without obligation of confidentiality prior to receipt thereof from the other party;
  - c) was legitimately disclosed to Recipient by a third party who has the right to disclose it;
  - d) was independently developed by Recipient without use, directly or indirectly, of the Confidential Information;
  - e) is required by law to be disclosed, provided that written notice is delivered to Populous 30 days prior to any such disclosure; or
  - f) has been approved for release by written authorization executed by an authorized officer of Populous.
8. **Disclaimer:** All Confidential Information is provided 'as is,' 'without warranty of any kind, whether express or implied'. Disclosure of Confidential Information does not constitute any representation, warranty, or assurance with respect to non-infringement of third-party proprietary rights.
9. **Choice of Law, Forum:** This agreement is governed by and shall be construed in accordance with the laws of Missouri, without regard to principles of conflicts of law, the parties hereby irrevocably consent to the jurisdiction of the courts of Missouri. The parties will not commence or prosecute any suit, proceeding, or claim under this agreement, or otherwise arising under or by reason of this agreement, other than in the above identified courts.
10. **General Provision:** This document constitutes the entire agreement between the parties with respect to the subject matter hereby and supersedes all other communications, whether written or oral. This Agreement is expressly limited to its terms and may be modified or amended only by writing, signed by an authorized representative of both parties. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void; provided, however that this agreement may be transferred to a subsidiary of either party or in connection with a merger, consolidation, or sale of all or substantially all of such party's assets. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.
11. **Agreement Confidential:** This Agreement shall be deemed Confidential Information.
12. **Assignment:** This Agreement shall be binding upon Recipient's successors and assigns and shall inure to the benefit of and be enforceable by the respective successors and assigns of Populous.
13. **Remedies for Breach of Confidentiality/Non-Circumvention:** Recipient hereby acknowledges that the violation by it of the restrictions imposed hereunder could cause irreparable harm to Populous and that remedies at law would be inadequate to redress any actual or threatened violation of this Agreement. Any breach of this agreement will entitle the non-breaching party to an immediate injunction against the breaching party.

**In witness whereof**, and intending to be legally bound, Recipient has caused this Agreement to be executed by its duly authorized representative.

ACCEPTED BY RECIPIENT:

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Signature

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Name

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Title

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Date

Initials: \_\_\_\_\_