

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) is being entered into for the purpose of protecting all negotiations, confidential communications and the disclosure of any “Confidential Information” (defined in Paragraph 1) between the undersigned (“Recipient”) and those parties identified on Exhibit A (collectively, “Disclosing Party”), in connection with a possible merger, sale (by stock or assets), acquisition, reorganization, joint venture or other transaction involving any such party, (collectively, “Opportunity”). For purposes of this Agreement, all negotiations, confidential communications and disclosures of Confidential Information by Artisan Sotheby’s International Realty shall be deemed to be made on behalf of the respective Disclosing Party.

1. Confidential Information. The term “**Confidential Information**” shall mean any oral or written confidential information concerning the Opportunity which is given to the Recipient in one or multiple stages, and is non-public, confidential and proprietary in nature, including, without limitation, the following: operating statements and financial information; offering and evaluation materials, strategic planning and technical data; licensed information and property; administrative procedures and systems; operating and training programs and systems; operating and training manuals and systems; and all other confidential or proprietary information, systems, processes and materials created, compiled, processed or adapted by the Disclosing Party.

2. Use of Confidential Information. The Confidential Information shall be used by the Recipient for the purpose of evaluating the Opportunity, and not in any way detrimental to the Disclosing Party. Unless and until the close of a definitive agreement involving the Opportunity (“**Definitive Agreement**”), the Recipient shall keep all Confidential Information confidential, except that the Confidential Information or portions thereof may be disclosed, on a confidential basis, to those officers, directors, shareholders, members, partners, managers, employees, advisors, agents and representatives of the Recipient (collectively, “**Representatives**”), as may be applicable, who need to know such information solely for the purpose of evaluating the Opportunity on behalf of the Recipient, provided that the Representatives’ use of the Confidential Information shall be bound by the terms of this Agreement and the Recipient shall be responsible for any breaches thereof by the Representatives.

The Recipient shall (i) strictly maintain the confidentiality of the Confidential Information, (ii) not disclose or otherwise disseminate, in whole or in part, the Confidential Information to any third parties, except as otherwise expressly permitted herein or with the written consent of the Disclosing Party, and (iii) not use the Confidential Information for any purpose other than to evaluate the Opportunity. Furthermore, the Recipient shall not offer, solicit or hire for employment purposes any employees of the Disclosing Party; provided, however, the Recipient shall not be prohibited from (x) engaging in general solicitations for employment (including general advertisements and the use of search firms) that are not directed at employees of the Disclosing Party, and (y) hiring any employee of the Disclosing Party who responds to any such non-directed general solicitations.

3. Confidentiality of Negotiations. The Recipient agrees to strictly maintain as confidential, the existence of, as well as the content of, all negotiations and communications with the Disclosing Party regarding the Opportunity.

4. Limitations. This Agreement imposes no obligations with respect to any information that (i) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of its disclosure directly or indirectly by the Recipient), (ii) was available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or its Representatives, or (iii) has been independently acquired or developed by the Recipient without violating any of the Recipient’s obligations under this Agreement. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demands, order or similar processes)

_____, however, the Recipient (x) promptly notifies the Disclosing Party prior to any such disclosure, (y) cooperates with the Disclosing Party in any attempt the Disclosing Party may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information, and (z) furnishes only that portion of the Confidential Information that is legally required to be disclosed.

5. Cessation of Use of Confidential Information. Upon the Disclosing Party's written request, the Recipient and the Recipient's Representatives shall cease use of the Confidential Information and return, delete and/or destroy (as directed by the Disclosing Party) all of the Confidential Information (including all copies, electronic data and transcriptions made by the Recipient) received from the Disclosing Party.

6. Remedies. The Recipient understands that any disclosure or misappropriation of any Confidential Information in violation of this Agreement may cause irreparable harm to the Disclosing Party for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to the Disclosing Party's rights and remedies otherwise available at law or equity, the Disclosing Party shall be entitled to equitable relief, including injunctive relief.

7. No Representations. The Recipient acknowledges that neither the Disclosing Party, nor any of its Representatives, have made or make any representation or warranty as to the accuracy or completeness of any Confidential Information that is furnished to the Recipient, and that the Disclosing Party shall not have any liability to the Recipient or any other person resulting from the Recipient's use of the Confidential Information. Only those representations or warranties that are made in a Definitive Agreement shall have any legal effect.

8. Definitive Agreement. No contract or agreement providing for the acquisition or consummation of the Opportunity shall be deemed to exist between the Recipient and the Disclosing Party by virtue of this Agreement unless and until a Definitive Agreement has been fully executed and delivered. The Recipient acknowledges that (i) the Disclosing Party shall be free to conduct the process for the negotiation, sale and/or other disposition of the Opportunity as the Disclosing Party, in its sole discretion, shall determine (including, without limitation, by negotiating or entering into a Definitive Agreement with other prospective buyers), (ii) any procedures relating to such negotiation, sale and/or disposition may be changed by the Disclosing Party at any time, without advance notice, and (iii) the Disclosing Party may postpone or abandon its efforts to negotiate, sell or dispose of the Opportunity at any time, without advance notice.

9. Miscellaneous. In the event any legal action or proceedings are initiated by either party in connection with or arising out of this Agreement, whether based in contract or tort, the prevailing party shall be entitled to recover its reasonable and actual attorneys' fees and costs. This Agreement shall be interpreted and construed under the internal laws of the State of California, notwithstanding any choice or conflict of law statutes, regulations, agreements or provisions that direct the application of another jurisdiction's law. This Agreement is entered into in the county in which the Opportunity is located and any action permitted hereunder and sought to be brought by either party for the purpose of enforcing the terms and provisions hereof shall be brought, as may be appropriate, in either (i) the superior or municipal court of such county, or (ii) the United States District Court for the Northern District of California. Exhibit A to this Agreement may be amended from time to time by delivering written notice to the Recipient regarding the identity of the new Disclosing Party.

[SIGNATURE PAGE FOLLOWING]

Recipient Entity (Please print): _____

By (Signature): _____

Name (Please print): _____

Title (Please print): _____

Date: _____