

# SOMMET BLANC

## NON-DISCLOSURE AGREEMENT

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AspenGroupUSA.com ("**Website**") is owned and operated by Aspen Group USA, LLC, a Utah Limited Liability Company ("**Aspen Group**"). As a Registered User of the Website, you agree to be bound by the following terms and conditions in exchange for a grant of access to the Sommet Blanc Offering Memorandum and related materials contained within the Website. The purpose is to prevent the unauthorized disclosure of Confidential Information as defined below.

1. **Registered User.** The user who is logged into the Website and accepts the terms of this agreement.
2. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information contained in the Website, as may be amended from time to time, including but not limited to offering terms, financial projections, plans, designs or specifications, relating to a proposed real estate development project in Park City, Utah referred to as Sommet Blanc ("the **Project**"), to be constructed on a parcel of land in Deer Valley known as Parcel B2 East ("the **Property**").
3. **Exclusions from Confidential Information.** Registered User's obligations under this Agreement do not extend to information that is: (a) publicly known or subsequently becomes publicly known through no fault of the Registered User; (b) discovered or created by the Registered User before accessing the Website; (c) learned by the Registered User through legitimate means other than from the Website or through Aspen Group's representatives; or (d) is disclosed by Registered User with Aspen Group's prior written approval.
4. **Obligations of Registered User.** Registered User shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Aspen Group. Registered User shall carefully restrict access to Confidential Information to its employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Registered User shall not, without prior written approval of Aspen Group, use for Registered User's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Aspen Group, any Confidential Information. Registered User further agrees not to share its login credentials to the Website with any other user. Registered User shall return to Aspen Group any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential

Information immediately if Aspen Group requests it in writing. The information contained in the Website includes an Offering Memorandum and invitation to invest. The Registered User acknowledges that Aspen Group would be disadvantaged in its efforts to purchase the Property and develop the Project should the contents of its Offering Memorandum be made public, or be shared with a competitor. The Registered User agrees that should it decline to invest with Aspen Group or an affiliated entity, in all or any portion of the Sommet Blanc project, neither the Registered User, nor its employees or affiliates shall invest with, or be related in any way to an investment by any other party in the Property.

5. **Time Periods.** The nondisclosure provisions of this Agreement and Registered User's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Aspen Group sends Registered User written notice releasing Registered User from this Agreement, whichever occurs first.
6. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
7. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
8. **Interpretation.** This agreement shall be interpreted under the laws of the State of Utah.
9. **Integration.** This Agreement expresses the complete understanding with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Aspen Group and the Registered User.
10. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and the Registered user's obligations herein, shall be binding on the representatives, assigns and successors of Registered User.