



**PR Asset Portfolio Servicing International, LLC**  
270 Muñoz Rivera Avenue – Suite 201  
San Juan, Puerto Rico 00918

Acknowledgement of Receipt & Understanding

I acknowledge that I received a copy of the presentation titled “Aurora Properties: Registro de Corredores de Bienes Raíces” and Non-Disclosure Agreement for the selling and marketing of properties marketed under Aurora Properties. I understand that I am responsible for reading the presentation and abiding by the policies contained therein.

---

Your Name (Print) \_\_\_\_\_

Business \_\_\_\_\_ City \_\_\_\_\_

PR Real Estate Broker License # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Confidentiality and Non-Disclosure Agreement**

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement"), is made this \_\_\_ th day of \_\_\_\_\_, 2015, by \_\_\_\_\_ (real estate license number #\_\_\_\_\_, (the "Receiving Party"), appearing for \_\_\_\_\_, as authorized representative, for the benefit of PR Asset Portfolio 2013-1 International, LLC; PR Asset Portfolio Servicing International, LLC; PR Asset Portfolio 2013-1 International Sub I, LLC; PR Asset Portfolio 2013-1 International Sub II, LLC; PR Asset Portfolio 2013-1 International Sub III, LLC, each a Puerto Rico limited liability company (collectively referred to herein as the "Company"). Both, Company and Receiving Party are collectively referred to as "Parties".

### **RECITALS**

WHEREAS, Receiving Party represents and warrants to Company that it is duly licensed by the Commonwealth of Puerto Rico, as a real estate broker with license number\_\_\_\_\_.

WHEREAS, Receiving Party acknowledges that Company may periodically provide certain information (the "Confidential Information" as defined herein) to Receiving Party which is, and must be kept, confidential and not to be disclosed except as specifically stated herein.

WHEREAS, Receiving Party acknowledges that Confidential Information to be provided is proprietary business information and/or nonpublic information that must be kept confidential and it is not to be disclosed. Accordingly, Receiving Party agrees to receive and hold Confidential Information and further executes and deliver this Agreement with Company.

NOW, THEREFORE, in consideration of the premises, mutual covenants set forth below and far other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Receiving Party hereby represents, warrants and agrees with Company as follows:

1. Recitals. The recitals and facts set forth above are incorporated into this Agreement as part of the terms hereof.

2. Definition. For purposes of this Agreement, "Confidential Information" shall mean the information furnished or disclosed, in whatever term or medium, by Company to Receiving Party that is marked as "Confidential" and/or "Proprietary". Information furnished orally may also be treated by Receiving Party as Confidential Information if Company so states, but written confirmation that the same is confidential should follow shortly after disclosure. Confidential Information may include, without limitation, listings of residential and commercial properties for sale, contract terms, marketing, customer information, knowledge and data including access codes to lock boxes, records, and any such information relating to Company's portfolio of residential and commercial properties available for sale. Confidential Information may also include any information or documentation prepared by Receiving Party or its representatives that is based upon, or which incorporates any Confidential Information.

3. No Disclosure. Receiving Party hereby agrees that it will not and will cause the Permitted Parties (hereinafter defined) not to disseminate, divulge nor disclose such Confidential Information, directly or indirectly, to any third party, except to the following persons as may be necessary to assist the Receiving Party with their selling efforts: (a) the Receiving Party's employees, officers and agents who have a need to know the Confidential Information in order to perform their sales efforts, that must be duly licensed by the Commonwealth of Puerto Rico as real estate brokers, and whom shall be identified and listed in Schedule I attached hereto and made a part hereof; and (b) applicable regulatory agencies having jurisdiction over the Receiving Party ((a), and (b) individually, a "Permitted Party" and collectively, the "Permitted Parties"). Receiving Party agrees to be responsible for any breach of this Agreement by a Permitted Party and is responsible for submitting and updating the Schedule I of Permitted Parties as necessary, at all times and during the term of this Agreement. Furthermore, Receiving Party agrees not to use the Confidential Information (while it remains confidential) for purposes unrelated to their sale efforts, unless otherwise specifically authorized in writing by Company or otherwise authorized by this Agreement

4. Required Disclosure. Receiving Party agrees not to disclose the confidential information obtained from Company to anyone other than Permitted Parties, unless expressly required to do so by law, and pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or a federal, state or local governmental or regulatory body or pursuant to a civil investigative demand or similar judicial process, and Receiving Party agrees to (i) immediately notify Company of the existence, terms and circumstances surrounding such a request or requirement, (ii) consult with Company on the advisability of taking legally available steps to resist or narrow such request or requirement, and (iii) if disclosure of such information is required, disclose any such information which Receiving Party is advised by legal counsel legally required to be disclosed and exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information. Disclosure made pursuant to this paragraph will not change Receiving Party or the Permitted Parties' confidentiality obligations pursuant to this Agreement.

5. Relief. Receiving Party hereby agrees and acknowledges that it shall be liable for any consequential, punitive, incidental, special or other similar damages, including for any costs and expenses (including reasonably attorneys' fees) incurred by Company in enforcing its rights hereunder, for a breach hereunder.

6. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter executed by Company and Receiving Party expressly so modifying or waiving such Agreement.

7. Assignment. The benefits of this Agreement shall inure to the respective successors and assigns of the Parties hereto, and the obligations and liabilities assumed in this Agreement by the

Parties hereto shall be binding upon their respective successors and assigns. Receiving Party shall not assign or transfer any rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Company, which consent may be withheld in its good faith discretion. Any assignment or transfer in violation of the previous sentence shall be null and void.

8. Severability. If it is found in a final judgment by a court of competent jurisdiction that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provision hereof shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

9. Termination. Company shall have the right to terminate this Agreement at any time for any reason whatsoever ("Termination") upon five (5) days' notice to Receiving Party. Notwithstanding the foregoing, Company may terminate this Agreement in the event Receiving Party fails to maintain and/or renew the real estate broker's license pursuant to the applicable laws of the Commonwealth of Puerto Rico. Failure to maintain and/or renew such license shall constitute sufficient cause for Company to terminate this Agreement, and upon such Termination, Receiving Party shall not be entitled to further receive any Confidential Information from and after the date of such Termination.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

[SIGNATURE PAGE FOLLOWS]

**Receiving Party:**

\_\_\_\_\_ (Real Estate License # \_\_\_\_\_),

BY: \_\_\_\_\_

Name (Print or Type):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Company:**

PR Asset Portfolio 2013-1 International, LLC; PR Asset Portfolio Servicing International, LLC;  
PR Asset Portfolio 2013-1 International Sub I, LLC; PR Asset Portfolio 2013-1 International Sub  
II, LLC; PR Asset Portfolio 2013-1 International Sub III, LLC

BY:

Authorized Representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_