

**Non-Disclosure Agreement**

This Non-Disclosure Agreement (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among KBS SOR Acquisition IV, LLC, a Delaware limited liability company (“**KBS SOR IV**”), KBS SOR Acquisition XVI, LLC, a Delaware limited liability company (“**KBS SOR XVI**”), KBS Strategic Opportunity Limited Partnership, a Delaware limited partnership (“**KBS LP**”), KBS Strategic Opportunity REIT, Inc., a Maryland corporation (“**KBS REIT**”), KBS Capital Advisors LLC, a Delaware limited liability company (“**KBS CA**”), and \_\_\_\_\_, a \_\_\_\_\_ (the “**Recipient**”) (KBS SOR IV, KBS SOR XVI, KBS LP, KBS REIT and KBS CA are collectively referred to as “**KBS**”; Recipient and KBS are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**”).

KBS and Recipient wish to have discussions during which Recipient may be exposed to important business and/or technical information which is the property of KBS. Such disclosures may be in the form of written materials, by oral disclosure, or through learned observation, and may include certain plans, designs, data, operations, financial positions and projections, business and technical information, trade secrets, techniques, methods, supplier and vendor contacts and methods, development plans, acquisition plans, financing options and plans, profit margins, services, proprietary information, and other confidential information. Much of this information is the result of substantial expenditures of time, money, technical expertise, and resources. And KBS considers this information confidential and/or a trade secret. The unauthorized use or disclosure of this information could cause significant harm to KBS’s business. For this reason and in consideration of the mutual covenants contained in this Agreement and the disclosure of confidential information to Recipient, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following be proven by Recipient’s written records; (Y) became known to the Recipient from a source other than KBS other than by the breach of an obligation of confidentiality owed to KBS; or (Z) is independently developed, without any use of KBS’s Confidential Information, by the Recipient as evidenced by its written records.

1.1 “**Confidential Information**” means KBS’s non-public, confidential and proprietary information and specifically includes, but is not necessarily limited to, the following: (A) plans, data, operations, financial positions, historical performance and projections, business and technical information, techniques, methods, supplier and vendor contacts, development plans, acquisition plans, financing options and plans, profit margins, services, methodologies, techniques, designs (architectural or otherwise), specifications, tenant lists, tenant information, leasing plans or strategies, market information, marketing plans, personnel information, other financial information, business strategies, rent and pricing policies, contractual relations with customers and suppliers, business acquisition plans, business opportunities, new personnel acquisition plans, and information, books, records, patent applications, proprietary information, and other confidential information and know-how relating to the business of KBS; (B) information received by KBS from third parties under confidential conditions, which information is identified by KBS as being subject to such conditions; and (C) KBS’s Trade Secrets. 1.2 “**Trade Secrets**” means information that: derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. **Obligations of Recipient.** Recipient covenants and agrees that:

2.1 It will hold all Confidential Information in trust and in the strictest confidence and protect it in accordance with a standard of care that shall be no less than the care it uses to protect its own information of like importance but in no event with less than reasonable care;

2.2 It will not use, copy, or disclose, or permit any unauthorized person access to, any Confidential Information without KBS’s permission, to be granted or withheld in KBS’s sole discretion, and provided that any existing confidentiality notices are included in such reproductions or, if no such notices are included, information to the Recipient as can

“Confidential” or some similar notice is stamped on the Confidential Information;

2.3 It may only disclose Confidential Information to its directors, officers, employees, consultants, insurers, reinsurers, auditors, regulators, attorneys and agents (“Representatives”) provided such Representatives (i) have a need to know and (ii) are informed, directed and obligated by Recipient to treat such Confidential Information in accordance with the obligations of this Agreement. Recipient agrees to be liable for any breach of an obligation hereunder by any of its Representatives;

2.4 All Confidential Information, including all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by KBS to the Recipient shall remain the sole and exclusive property of KBS.

2.5 It shall immediately report to KBS any use or disclosure by the Recipient’s employees or any other person of which the Recipient has knowledge of any portion of the Confidential Information without authorization from KBS, and will reasonably cooperate with KBS to help KBS regain possession of the Confidential Information and prevent its further unauthorized use.

2.6 Upon the written request of KBS, Recipient will effect the destruction of all memoranda, notes, records, tapes, documentation, disks, manuals, files, originals, copies, reproductions and summaries (in any form or format, including without limitation, copies resident in long or short-term computer storage devices) of, to the extent they concern or contain Confidential Information that are in Recipient’s possession, whether made or compiled by Recipient or furnished to Recipient by KBS; provided that Recipient, as a regulated entity, may retain the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority or its internal compliance procedures. The confidentiality obligations of this Agreement shall continue to apply to such Confidential Information retained by Recipient or its Representatives for so long as Recipient or its Representatives retains such Confidential Information.

3. **Obligation of Recipient.** The Recipient’s obligations to maintain the confidentiality of Confidential Information pursuant to Section 2 specifically include, but are not limited to, not disclosing Confidential Information to any persons or entities engaged in a field of business similar to KBS or in the non-traded REIT industry.

4. **Exception.** The obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information that is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order. If Recipient receives a court order or other governmental or administrative decree of appropriate and sufficient jurisdiction requiring disclosure of KBS’s Confidential Information, Recipient shall give KBS prompt notice prior to such disclosure, if legally permitted, in order to permit KBS, at its expense, to seek a protective order in the case of a court order or other governmental or administrative decree. Recipient agrees to reasonably cooperate with KBS, at KBS’s expense and subject to applicable law, to limit such disclosure. Recipient shall also reasonably cooperate with KBS in seeking a protective order subject to the payment by KBS of all out-of-pocket expenses incurred by the party providing such cooperation at the request of KBS. Recipient shall release only so much of KBS’s Confidential Information as Recipient’s counsel advises is required by such order.

5. **Duration.** The restrictions on use and disclosure of Confidential Information shall survive for a period of two (2) years. However, with respect to Confidential Information that constitutes (i) a Trade Secret, or (ii) is retained by Recipient pursuant to the second clause of Section 2.6(ii) above, the confidentiality obligations set forth in this Agreement shall continue in effect for so long as such Confidential Information remains a Trade Secret, or is retained by Recipient, as applicable.

6. **No Warranties.** **KBS makes no warranties, express or implied, under this Agreement or by any Confidential Information disclosed to Recipient under this Agreement. All information disclosed hereunder is provided “as is.”**

7. **No Licenses or Other Obligations.** By disclosing information to the Recipient, KBS does not grant any express or implied rights or licenses to the Recipient with respect to any patents, copyrights, trademarks, Trade Secrets or other proprietary rights of KBS. Nothing in this Agreement shall obligate KBS to disclose any information to Recipient or to engage in any other business activity with Recipient.

8. **Representations and Covenants.** Recipient represents, covenants, acknowledges, and agrees that:

8.1 It is aware and its Representatives have been advised that securities laws prohibit any person who has material non-public information about a public company from purchasing or selling securities of such company.

8.2 This Agreement (and any Confidential Information) is delivered upon the express condition that Recipient will not publicize in any manner whatsoever by way of interviews, responses to questions or inquiries, press releases or otherwise, any aspect or proposed aspect of the subject matter of the Confidential Information without prior notice to and approval of KBS, except as may otherwise be required by law.

9. **Threatened Breach; Breach; Remedies.** In the event of any breach of this Agreement by Recipient, including, without limitation, the actual or threatened disclosure of Confidential Information without the prior express written consent of KBS, KBS will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Recipient hereby agrees that KBS shall be entitled, without waiving any other rights or remedies, to seek specific performance of the Recipient's obligations as well as such other injunctive relief as may be granted by a court of competent jurisdiction.

10. **Miscellaneous.**

10.1 **Severability.** If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of KBS.

10.2 **Governing Law; Forum.** This Agreement shall be construed and controlled by the laws of the State of California without reference to the provisions governing conflict of laws, and both parties further consent to the exclusive jurisdiction by the state and federal courts sitting in the State of California of any dispute arising out of or related to this Agreement.

10.3 **Enforcement by Successors or Assigns; Survivability.** The covenants and agreements contained herein shall inure to the benefit of, and may be enforced by, any legal successors or assigns of each Party and shall survive any termination of the relationship between the Parties, whether such termination is at the instance of either Party, and regardless of the reasons therefore.

10.4 **Amendment; Waiver.** This Agreement, or any provision hereof, shall not be waived, changed or terminated except by a writing signed by an authorized officer of both Parties.

10.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together constitute a single document. Any signature duly affixed to this Agreement and delivered by facsimile transmission shall be deemed to have the same legal effect as the actual signature of the person signing this Agreement, and any Party receiving delivery of a facsimile copy of the signed Agreement may rely on such as having actually been signed.

10.6 **Merger.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, except to the extent of existing non-disclosure agreements between the parties to which this Agreement supplements (but supersedes to the extent of any inconsistency therein).

10.7 **No Implied Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of KBS, its agents, or employees, but only by an instrument in writing signed by an authorized officer of KBS. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

10.8 **No Assignment.** The Recipient may not assign its rights or obligations under this Agreement without the express written consent of KBS.

10.9 **Headings and Construction.** The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

The parties hereto have executed this Agreement as of the date noted above.

Recipient Name: \_\_\_\_\_

KBS Capital Advisors LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_