

NON-CIRCUMVENTION, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, entered into on this ____ day of _____, 20____, is for the association and arrangement of Non-Circumvention, Non-Disclosure, and Confidentiality between _____, whose principal place of business is at _____, and _____, whose principal place of business is at _____, hereinafter referred to as the "Parties."

Upon execution of this Agreement, the Parties agree to respect the integrity and tangible value of this Agreement between them.

1. Term of Agreement, Automatic Renewal or Roll-Over. This Agreement is effective for a minimum period of five (5) years from the date of execution of this Agreement, and for a period of two (2) years after the exchange of information or the completion of each transaction, whichever occurs later in time, with an additional two (2) years of automatic renewal/roll-over upon the completion or closing of each exchange of information or transaction, and thereafter at the end of any renewal/roll-over period, without the need for any notice or advisement, unless mutually agreed in writing to be terminated by both of the Parties. Said termination can occur at any moment, provided that it is acknowledged by notice through Certified Mail, Return Receipt Requested. If notice is not given by both of the Parties within ten (10) days after the beginning of a new renewal/roll-over period, the Agreement shall remain in full force and effect between the Parties for another two (2) years.

2. Contacts Deemed Exclusive and Valuable. Because of this Agreement, the Parties involved in this transaction or series of transactions may learn from one another, or from their principals, the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as "Contacts." The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of this Agreement, including any renewal/roll-over period.

3. Confidentiality. The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent. Such confidentiality will include any names, addresses, email addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

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4. **Non-Disclosure.** The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, specifications, product, services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing party or parties.
5. **Commission or Fee Agreements.** The Parties agree that due to the many variables surrounding each business transaction that will occur because of this Agreement, the commission to be paid and/or the fee structure between the Parties may vary. A separate fee/commission agreement may outline compensation for each business transaction. The fee or commission agreement must be drafted and acknowledged by signature before the commencement of business transactions.
6. **Liquidated Damages.** In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to three (3) times the commission or fee the circumvented Party should have realized in such transactions, by the person(s) or entity(ies) engaged on the circumvention for each occurrence.
7. **Attorney Fees.** If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.
8. **Choice of Law.** The Parties will construe this Agreement in accordance with the laws of the State of _____[insert name of state]. If any provision of this Agreement is deemed void by any court of competent jurisdiction, the remaining provisions shall remain in force and effect.
9. **Consent to Personal Jurisdiction.** THE PARTIES HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF _____[insert name of state] FOR ANY LAWSUIT FILED BY EITHER PARTY RELATED TO THE TERMS OF THIS AGREEMENT.
10. **Entire Agreement.** This Agreement contains the entire understanding between the Parties, and any waiver, amendment or modification to this Agreement is subject to the above conditions and must be attached to this Agreement.

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11. Authority to Act/Bind. Upon execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.

An e-mail or facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into this Agreement.

For: _____ [name of 1st company or legal party]

Printed Name

Signature

Title

For: _____ [name of 2nd company or legal party]

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Printed Name

Signature

Title