

**NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-COMPETITION AGREEMENT**

This **NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-COMPETITION AGREEMENT** (the "Agreement") is effective as of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ Corporation, whose administrative office address is \_\_\_\_\_, individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organization (hereinafter the "Party A"); and \_\_\_\_\_ and \_\_\_\_\_ (hereinafter "Party B"), whose \_\_\_\_\_ addresses are: \_\_\_\_\_

**1. PURPOSE**

The parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, non-competition, non-solicitation, and a non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, business contacts, trade secrets, business entity formation and structuring, and real estate investment and lending planning. In connection with these discussions, it may be necessary and/or desirable for the Parties to be provided with, or allow access to, propriety, technical, or business data, and/or other confidential information of either Party (collectively the "Confidential Information"). Therefore, the Parties, individually and on behalf of those parties represented, agrees that they are bound by an obligation of confidentiality. Party A believes, and Party B hereby agrees, that Party A's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Party B believes, and Party A hereby agrees, that Party B's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to both Parties' willingness to engage in the contemplated business discussions and planning. The Parties agree that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of the Agreement both in a professional and personal capacity.

**2. CONFIDENTIAL INFORMATION**

Confidential Information shall include, and shall be deemed to include, all information conveyed by one party to the other either orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation loan programs and methods, data, know-how, contacts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in

**Initials:** \_\_\_\_\_, \_\_\_\_\_