



The party receiving Confidential Information (Receiving Party) from the other shall retain and treat the same in confidence. Receiving Party shall advise its employees, shareholders, officers, partners, affiliates, subsidiaries, sub-contractors and professional representatives who might have access to confidential information of the confidential nature thereof. The parties hereto agree not to disclose confidential information to anyone who does not have a need to know such information and that shall not be bound by the terms of this Agreement.

“Confidential Information” means any information, material or dealing which is proprietary to the Disclosing Party, whether or not owned or developed by the Disclosing Party, which is not generally known other than by Disclosing Party or parties of Disclosing parties introduction, and which Receiving Party may obtain through and direct or indirect contact with Disclosing Party.

The Receiving Party agrees not to circumvent the Disclosing Party, and further agrees to not enter into any agreement with parties disclosed by Disclosing Party, or otherwise solicit business with companies or their employees, officers, agents and related companies, disclosed by Disclosing Party without first giving; Disclosing Party written notice and obtaining Disclosing Parties prior written consent. If Receiving Party fails to obtain such prior written consent, Receiving Party agrees to pay Disclosing Party a minimum commission equal to \_\_\_\_ percent (\_\_\_%) of the total value of the total transaction in question.

The parties agree that the venue for actions brought to enforce this Agreement, will be the home city of the corporate office/office of the party being sued. In the event it is necessary for one party to sue to enforce this Agreement, the prevailing parties will be entitled to all fees, court cost and reasonable accounting and attorneys fees.

No right or license whatsoever, either expressed or implied is granted to either party pursuant to this Agreement under any patent, patent application, or other proprietary right now or hereafter owned or controlled by the other party. Nothing in this Agreement shall be construed as being deemed to create a partnership, joint venture or any other form of legal entity between the parties hereto, and does not authorize either party to act on behalf of the other. This Agreement does not apply to any transaction of either party which does not make use of, involve, the proprietary information disclosed by the other party signed hereto.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials\_\_\_\_\_

Initials\_\_\_\_\_

Initials\_\_\_\_\_

Date \_\_/\_\_/0\_

Date \_\_/\_\_/0\_

Date \_\_/\_\_/0\_

This agreement is reciprocal and the undersigned parties agree that each party is or can be either the Receiving Party or the Disclosing Party. For the purpose of this agreement \_\_\_\_\_ is the Disclosing Party for money sources.

This agreement is specifically applied only to PURCHASE / REFINANCE (select one) of the Residence / Business (select one) located at:

\_\_\_\_\_  
This agreement has the following commission/fee distribution:  
\_\_\_\_\_ will receive \_\_\_ points of the total funding,  
\_\_\_\_\_ will receive \_\_\_ points and  
\_\_\_\_\_ agrees to take care of any other parties.

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws as to be valid and enforceable or, if it cannot be so amended to be enforceable or, if it cannot be so amended without materially altering the intention of the Parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.

Notices required or permitted by this Agreement, shall be deemed effective if given in writing and sent to the party to be notified by mail, with postage prepaid and with return receipt requested. All such notices shall be mailed to the Receiving Party at the address shown below, or at such other address as a party may hereafter direct, in writing.

This Agreement can be executed in any number of counter parts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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\_\_\_\_\_

Initials \_\_\_\_\_

Initials \_\_\_\_\_

Initials \_\_\_\_\_

Date \_\_\_/\_\_\_/0\_

Date \_\_\_/\_\_\_/0\_

Date \_\_\_/\_\_\_/0\_

**CONFIDENTIALITY and NON-CIRCUMVENTION AGREEMENT**

Dated this \_\_\_\_ day of \_\_\_\_, 200\_.

The undersigned agree and consent to the above.

**Name:** \_\_\_\_\_ **Dated:** \_\_/\_\_/200\_

**of** \_\_\_\_\_

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

**It's:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Dated:** \_\_/\_\_/200\_

**of** \_\_\_\_\_

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

**It's:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Dated:** \_\_/\_\_/200\_

**of** \_\_\_\_\_

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

**It's:** \_\_\_\_\_