



NON-DISCLOSURE AND NON-CIRCUMVENT AGREEMENT

NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is enter on this _____ day of _____ by _____ on behalf of Keller Williams Realty Gold Coast, with an address at 1129 Northern Boulevard, Suite 410, Manhasset, NY 11030 and _____ is intended to be an agreement for the Non-Circumvention, Non-Disclosure and Confidentiality of information to be shared between and among the parties above and hereinafter referred to collectively as the "Parties" or individually as a "Party."

This agreement is being entered into for the specific purpose of sharing information relative to the purchase and sale of _____ located at _____ known as (hereinafter the "Premises") and introducing potential purchasers to the owner of said Premises.

The Parties agree to respect the integrity and tangible value of this Agreement between them and acknowledge and agree that absent this agreement, neither might be willing to share the information and names of potential purchasers with the other Party.

THIS AGREEMENT is a continuing agreement, undertaking and guarantee for two (2) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, negotiated, and new transactions regardless of the success of the project.

Because of this Agreement, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties hereto acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.



The Parties explicitly acknowledge and agree that any information exchanged by and between the Parties will be relied on as truthful, accurate and complete information.

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

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. 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.

In the event of a breach or threatened breach of this Agreement by a Party or those acting on a Party's behalf, each Party agrees that the non-breaching Party will not have an adequate remedy at law and will be entitled to equitable relief, including and injunction or specific performance in respect of such breach or threatened breach. The election by the non-breaching Party to seek equitable remedies shall not prohibit the non-breaching Party from also pursuing any other available remedies, whether legal or equitable in nature, against the breaching Party.

This agreement shall be governed by and construed in accordance with the laws of the State of New York and shall be binding upon each party's Associates, successors and assigns.

The signatories below represent and warrant that they have the express authority to execute this Agreement on behalf of the named Party and to bind that Party to the terms of conditions of this Agreement.

Any notice or other communications under this Agreement shall be deemed to be duly given when personally delivered or when mailed by regular, certified or registered mail, return receipt requested and postage prepaid, to a Party at its address as stated above, or at such

KELLER WILLIAMS REALTY GOLD COAST
1129 Northern Blvd, Suite 410
Manhasset, NY, 11030
Office: 516.482.0200 | Fax: 516.482.0250
www.kwGoldCoast.com

Each Office is Independently Owned and Operated



other address as each Party may hereafter designate to the other Party in writing in accordance with this paragraph. Delivery of a notice to a Party in accordance with the terms of this paragraph shall constitute bona fide delivery of such notice to all of that Party's Associates. The notice addresses are:

THIS AGREEMENT contains the entire understanding between the Parties (with the exception of any fee/compensation agreement that shall be deemed incorporated into this Agreement) and any waiver, amendment or modification to THIS AGREEMENT must be in writing and will be subject to the above conditions and must be attached hereto.

Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm, company, associates, corporations, joint venture, partnerships, divisions, subsidiaries, employees, agents, heirs, assignees, 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 emailed 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.

Associate Broker:

Signature

Print

Date

Broker:

Signature

Print

Date