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## **NON-CIRCUMVENTION AGREEMENT**

This is to reaffirm that each of the named parties as individuals and as duly authorized officers of the named corporations, separately and individually, hereby agree to keep confidential the names, telephone information of the corporations, buyers, sellers, groups and individuals introduced by any of the named parties or of their associates. Such information is considered the property of the introducing party/company, and shall remain so for the term of this Agreement.

The parties of this Agreement acknowledge that no effort shall be made to circumvent its terms in an attempt to gain commissions, fees, remunerations, or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties.

It is also understood that a party(s) cannot be adjudged to be in violation is involuntary due to situations beyond their control. In the case of prior knowledge or possession of information regarding a specific source(s), the reintroduction of said source(s) shall only apply to the stipulations of this Agreement for the current transaction.

### **GENERAL CONDITIONS:**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, and which is not settled between the parties and the American Arbitration Association, with hearings to take place in Port St. Lucie, FL or another mutually agreed upon location. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, plus any and all court costs, attorney fees and any other costs or charges reasonably necessary to adjudicate the controversy.

This agreement shall be for 5 years from the date affixed above and shall apply to any and all transactions entertained by the parties hereto, including subsequent follow-up, repeat, extended or renegotiated transactions, as well as to the original transaction, regardless of the success of the project.

This Agreement is not valid unless signed and exchanged by the respective parties of this transaction.

This document shall in no way be construed as being an Agreement of partnership in such a way that any of the individual parties to this Agreement shall have any claim against any separate dealings, ventures, or assets of any other party, nor shall any party be liable for any other party's commitments or liabilities in business or personal dealings or situations.



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Essentially, the spirit behind the Agreement is one of mutual trust and confidence and of the reliance upon each other to do what is fair and equitable.

This Agreement shall be effective on the date first shown above and constitutes upon execution by the parties a legally binding CONFIDENTIAL AND NON-CIRCUMVENTION RELATIONSHIP AGREEMENT.

THE PARTIES AGREE THAT FACSIMILE COPIES OF THIS AGREEMENT WILL BE CONSIDERED THE SAME AS ORIGINALS.

[Company 1 : \_\_\_\_\_]

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

[Company 2 : \_\_\_\_\_]

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_