

Non-disclosure, Non-circumvention and Non-Solicitation Agreement

This **NON-DISCLOSURE, NON-CIRCUMVENTION and NON-SOLICITATION AGREEMENT** (hereinafter "**Agreement**") is effective as of _____ by and between First Team SnS Realty, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organizations (hereinafter "**The Disclosing Party**"); and _____ (hereinafter "**The Receiving Party**"), whose address is _____.

Subject Property / Business: _____ Business Listed On MLS# CV26179616 , BizBen # 232668 _____

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, a non-circumvention, and a non-solicitation agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain business opportunities, trade secrets, business entity formation and structuring, and tax planning. In connection with these discussions, it may be necessary and/or desirable for The Disclosing Party to provide The Receiving Party with, or allow access to, proprietary, technical, or business data, and/or other confidential information (collectively the "Confidential Information"). Therefore, The Receiving Party, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. The Disclosing Party believes, and The Receiving Party hereby agrees, that The Disclosing Party'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 The Receiving Party's willingness to engage in the contemplated business discussions and planning. The Receiving Party agrees 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 this Agreement both in their professional and personal capacity.

2. Confidential Information

Definition of Confidential Information: For purposes of this Agreement, The Receiving Party desires to consult and/or participate in the purchase of loan-related property and/or real estate assets. The Disclosing Party has developed contacts and relationships with individuals and financial institutions and this is Confidential Information. Further, from time-to-time, The Disclosing Party is privy to opportunities that arise as a result of said contacts and relationships and the details thereof are also Confidential Information. Both parties acknowledge that all Confidential Information provided as described herein is confidential and/or proprietary in nature and that damages to The Disclosing Party may result if such Confidential Information is not treated confidentially. Therefore The Receiving Party agrees to maintain the confidentiality and non-circumvention terms of this Agreement as a condition to providing The Receiving Party with Confidential Information.

Confidential Information shall include, and shall be deemed to include, all information conveyed by The Disclosing Party to The Receiving Party 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 data, know-

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how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of The Disclosing Party, and information relating to transactional procedures. However, Confidential Information shall not include information, which can be clearly demonstrated:

- a. Generally known or available to the public, through no act or omission on the part of The Receiving Party; or
- b. Provided to The Receiving Party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by The Receiving Party without use of the Confidential Information.

3. Non-Disclosure

The Receiving Party agrees that when receipt of any Confidential Information has occurred:

- a. Third Party Disclosure: The Receiving Party agrees not to disclose any potentially confidential information to any other party unless such party has signed Confidentiality Agreement as in this or similar format. The Receiving Party further agrees to take all responsibility to protect the secrecy of and avoid disclosure of use of any Confidential Information in order to prevent it from falling into public domain or the possession of unauthorized persons.
- b. The Receiving Party shall not disclose or otherwise reveal, to any third party, any Confidential Information provided by The Disclosing Party, particularly that concerning lenders, borrowers, sellers, buyers, agent's names, addresses, telephone, e-mail, fax numbers, or other means of access thereto, bank accounts, code or references, and/or any such information, advised to the other as being confidential or privileged without the specific written consent of The Disclosing Party.
- c. The Receiving Party shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that The Receiving Party uses for its most crucial proprietary and trade secret information.
- d. The Receiving Party shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- e. The Disclosing Party shall permit access to its Confidential Information to The Receiving Party's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of The Receiving Party evaluating, contemplating, recommending, or engaging in any program or service offered by The Disclosing Party or for the purpose of entering into a business relationship with The Disclosing Party, and only if said agents, employees, or third parties:
 - i. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
 - ii. have been apprised of this Agreement and The Receiving Party's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

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4. Non-Circumvention

The Receiving Party hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to The Disclosing Party of profits, fees, commissions, or any form of compensation in any transaction with corporation, partnership or collateral, or finding, or any other transaction involving products, commodity, or services, or addition, renewals, extensions, rollover, amendment, new contract, re-negotiations, parallel contract/agreement or third party assignment hereof.

5. Non-Solicitation

Contact Restrictions: The Receiving Party shall not initiate and shall not authorize any other person or entity to communicate regarding the Confidential Information or the transactions contemplated herein with any person or entity identified in the Confidential Information, including but not limited to, to the buyers, borrowers, obligors, guarantors, or their accountants or attorneys or any appraiser, tenant, managing or leasing agent, connected with, related to, or whose name is obtained from the Confidential Information without the prior written consent of the Disclosing Party. This includes all information on all types of properties that have or will be shared by emails, faxes and telephones.

6. No Representations

The Receiving Party understands that The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the information it provides to The Receiving Party. The Receiving Party agrees that neither The Disclosing Party, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from The Receiving Party's use of said information, unless mutually agreed by both parties to cancel this agreement by written notice through certified mail.

7. Term

- a. This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of five (5) years from the date signed and executed by all parties.
- b. This applies to all transaction(s) entertained by the parties hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction, and any further transactions, regardless of the success of the project.

8. Jurisdiction

The jurisdiction for this Agreement is global and worldwide. Should The Disclosing Party assert that a violation has occurred; the parties agree that The Disclosing Party shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction, in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of The Disclosing Party and their counsel.

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9. Disputes

- a. Both parties to this agreement agree that any dispute, claim, or controversy concerning this Agreement or the termination of this Agreement, or any dispute, claim or controversy arising out of or relating to any interpretation, constructions, performance or breach of this Agreement shall be settled by arbitration to be held in Los Angeles, California in accordance with the Rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Each participating party to this Agreement will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide.
- b. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

10. Miscellaneous

- a. Except for the limited right to use granted in section 3(c) herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.
- b. Relationships and Previous Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- c. No party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any of the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.
- d. **ANY** and **ALL** additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.
- e. This Agreement is made and shall be governed and construed in accordance with the laws of the State of California. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by The Disclosing Party.
- f. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable.
- g. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

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11. Mutuality

To the extent that Confidential Information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, The Disclosing Party and The Receiving Party.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

A copy of this Agreement shall have the same force and effect as an original. The undersigned guarantee the aforesaid Non-Disclosure, Non-Circumvention, Non-Solicitation Agreement and agree to be bound by stated terms herein.

Agreed to and Accepted by:

Company Name: _____ (The Receiving Party)

by: _____ Print Name: _____ Title: _____

(SIGNATURE)

Contact Number: _____

First Team Real Estate (The Disclosing Party)

by: _____ Steve Yang