



## NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This Non-Circumvention and Non-Disclosure Agreement ("Agreement") dated \_\_\_\_\_, between:

_____ Name	_____ Address
_____ Company Name	_____ 
_____ Phone	_____ 

And

**Sperry Commercial Global Growth Partners**  
**6125 Luther Lane, Suite 267**  
**Dallas, TX 75225**  
**TXRE # 0297518**

1. **Purpose.** The parties intend to engage in discussions and sharing of confidential information regarding certain property new business discussions, planning, and opportunities ("Purpose"). In connection with these discussions, it may be necessary and desirable for the disclosing party ("Disclosing Party") to provide the receiving party ("Receiving Party") with, or allow access to, proprietary, technical, financial or business data, and other confidential information of the Disclosing Party (collectively, "Confidential Information"). The Parties agree that the Confidential Information has significant commercial value that would be diminished by unauthorized disclosure.

Except as provided for in herein, this Agreement does not obligate either party to proceed with any transaction or make any financial commitment between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

2. **Confidential Information.** Confidential Information includes all information conveyed by the Disclosing Party to the Receiving Party orally, in writing, by demonstration, or by other media. Confidential Information may include, by way of example but without limitation, data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, business plans, drawings, specifications, samples, reports, marketing plans, business policies or practices, financial information, pricing information, sales information, or customer information, business ideas/opportunities, and information relating to transactional procedures. However, Confidential Information does not include information, which can clearly demonstrated by writing to be: 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; c) or Independently developed by the Receiving Party without use of the Confidential Information.

The Confidential Information, and all documents and other tangible objects containing or representing such Confidential Information, furnished by Disclosing Party to Receiving Party, and all copies thereof which are in the possession of Receiving Party, is and remains the sole property of Disclosing Party.

3. **Obligation of Confidentiality.** Upon receipt of any Confidential Information the Receiving Party agrees to:

a. Use the Confidential Information of Disclosing Party only pursuant to the Receiving Party's business relationship with Disclosing Party and for the agreed upon Purpose. The Receiving Party must not disclose or communicate Confidential Information to any third party, except as herein provided. The Receiving Party must protect the Confidential Information from disclosure, including but not limited to exercising at least the same level of reasonable care and security that Receiving Party uses for its most crucial proprietary and trade secret information.

b. Disclose the Confidential Information only to Receiving Party's employees, agents, consultants and contractors on a need-to-know basis for the purpose. Receiving Party must have executed or must execute appropriate written agreements with such third parties sufficient to enable Receiving Party to enforce all the provisions of this Agreement. Receiving Party must maintain a list of third parties who are permitted to have access to the information and must, upon Disclosing Party's request, furnish a copy of such list to Disclosing Party.

c. Notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party or its employees, agents, consultants and contractors, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

d. At Disclosing Party's request, return all originals, authorized copies and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information.

4. Non-Circumvention. The Receiving Party agrees it must not use any advantages derivable from the Confidential Information in its own business or affairs, or disclose it to another third party for economic gain, without the Disclosing Party's consent. The Receiving Party hereby agrees for itself, its officers, directors, agents, associates and any related parties, that it 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 Disclosing Party, its officers, directors, agents or associates, for the purpose of avoiding any payment, fees, compensation, profits, or economic benefit to the Disclosing Party without the specific written consent of the Disclosing Party.

5. 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 principles, directors, officers, advisers, representatives, agents, or employees may be held liable for utilization of Confidential Information which results from the Receiving Party's use of the Confidential Information.

6. Indemnification. The Receiving Party must indemnify the Disclosing Party from and against any loss, claim, damage or injuries the Disclosing Party suffers as a result of any breach of this Agreement by the Receiving Party. This indemnity includes, but is not limited to any loss, claim, damage, injury or liability that the Disclosing Party suffers as a result of the Receiving Party's breach of this Agreement, as well as any attorney fees, costs of suits, costs of arbitration, or costs of appeal, which may be awarded in any litigation or arbitration against the Disclosing Party relating to or arising from the Receiving Party's failure to perform pursuant to this Agreement.

7. Term. This Agreement remains in force and affect for a period of one (1) year from the date signed and executed by all parties, with the effective date being the date of the later and final signature. Upon termination or expiration of this Agreement, the parties must maintain the confidentiality of the Confidential Information for a period of three years from the date of termination or expiration.

8. Miscellaneous. Any notice required by this Agreement must be in writing and must be sent by recognized commercial overnight carrier, or mailed by U.S. registered or certified mail, or email. Any notice is effective as of the date of receipt. No failure or delay by either party in exercising any right, power, or remedy under this Agreement is effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No modification of any provision hereof is effective unless in writing and signed by both of the parties to this Agreement. The parties agree that in performing their duties under this Agreement they are operating as independent contractors. Each party does not have the authority to bind, represent or commit the other. Nothing in this Agreement may be deemed or construed to create a joint venture, partnership or agency relationship between the parties. Each party must not create any obligation, express or implied, or make any representation on behalf of the other party except as expressly authorized in writing. This Agreement binds and inures to the benefit of each party's respective successors and permitted assigns; provided, however, the parties may not assign this Agreement, nor delegate any of its obligations without the prior written consent of the other party. Any attempt to do so is void. This Agreement is governed by and construed under the laws of the State of California. In the event that any provision of this Agreement or portion thereof is determined, by a court of competent jurisdiction, to be invalid or otherwise unenforceable, such provision or part thereof shall be enforced to the extent possible consistent with the stated intention of the parties, or if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties whether written or oral. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which constitutes one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

**Purchaser:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date