

**NON-CIRCUMVENTION, NON-DISCLOSURE  
AND  
CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and Confidentiality between Financial Resources & Assistance of the Lakes Region Inc., whose principal place of business is at 15 Northview Drive, P.O. Box 1158, Meredith, NH 03253, hereafter referred to as "**FRA**" and \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_, hereafter referred to as "Branch Manager"

**PERPETUATING GUARANTEE:** This agreement is a perpetuating guarantee between the parties, for a period of sixty (60) months from the date of execution and is to be applied to any and all transactions present and future, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the originating project known as:

\_\_\_\_\_ located in:  
\_\_\_\_\_

**EXCLUSIVE AND VALUABLE CONTACTS:** 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 with this 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.

**CONFIDENTIALITY, DISCLOSURE & NON-CIRCUMVENTION:** **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 contact unless that Party gives prior written permission unless acting directly on behalf of FRA as an affiliated branch office.. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party. **The Parties agree not to disclose**, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, **nor to do business with** any of the revealed contacts without the written consent of the introducing party or parties unless acting directly on behalf of FRA as an affiliated branch office.

**FEES & COMMISSIONS:** The Parties agree that due to the many variables surrounding each business financial transaction that will occur because of this agreement, the commission to be paid and/or the fee structure between the Parties can vary. The branch office compensation package will be used for all residential business financial transactions. Commercial and hard money business financial transaction compensation percentage will be determined on a case by case basis but will be outlined and agreed upon in writing prior to funding.

Any commissions or other compensation received directly to the Branch Manager from any contacts made through FRA and representing himself/ herself by any other company other than FRA will be subject to repayment as per the branch office compensations package at the introductory level for all residential business financial transactions and base level for all commercial and hard money business financial transactions.

**PENALTIES & COURT COSTS:** 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.

**GOVERNING LAW & THE SEVERANCE:** The parties will construe this agreement in accordance with the laws of the State of New Hampshire. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between the Parties and any waiver, amendment or modification to this agreement will be subject to the above conditions and must be attached hereto. A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument.

**BINDING AGREEMENT & AUTHORITY:** Upon execution of this agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this agreement. By setting forth my hand below I warrant that I have read and understand the above and that I have complete authority to enter into this agreement.

\_\_\_\_\_  
Scott Farah, President, Financial Resources &  
Assistance of the Lakes Region, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Authorized Name & Title

\_\_\_\_\_  
Print Name Of Company

**SIGN AND FAX BACK TO:** \_\_\_\_\_