

Non-Disclosure/Non-Circumvent/Confidentiality Agreement

THIS AGREEMENT entered into on this _____ day of _____, 20____ is for the Professional Association and Arrangement of **Non-Disclosure, Non-Circumvention, and Confidentiality** of All Provided, or To Be Provided, Documents/Contacts/Properties/Addresses/Details associated with the potential sale and purchase of the below named properties/ventures.

BETWEEN: **REIN Advertised Property Described as** _____ and Real Estate Professionals Inc and Randy Bett (Investment Realtor)-8B 34 Edgedale Drive NW, Calgary, AB.

AND Buyer: _____

Represented by _____

Hereinafter, called the "The Parties"

The Parties with this agree to **respect the integrity and tangible and intangible value** of this agreement between them.

THIS AGREEMENT is a perpetuating 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, renegotiated, and new transactions regardless of the success of the project in relationship to the above vendors/companies.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and email addresses, 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.

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, employ, 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**. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, email addresses 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.

Parties Initials _____

In case of disclosure/circumvention/breach of confidentiality, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party would have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. For the purpose of this financial transaction the realized commission/fee shall be at a rate of 3% of total purchase price plus GST.

If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the **prevailing Party** will be entitled to a legal monetary penalty equal to the maximum service it should realized from such a transaction plus any all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

The parties will construe THIS AGREEMENT in accordance with the **laws of the province of Alberta, Canada**. 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.

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.

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, referrals or consultants of which the signee is an agent, officer, heir, successor, assign or designee is **bound by the terms** of THIS AGREEMENT.

A facsimile copy of this Non-Disclosure, Non-Circumvention, 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.

Real Estate Professionals Inc-Randy Bett- Introducing Realtor

Buyer Company Name

***Buyer Signature**

Buyer (Print Name)

Signature Date

Witness: _____ **Witness (Print name):** _____

* Signatory party must have signing authority