

**CONFIDENTIALITY, NON-CIRCUMVENTION, AND FEE AGREEMENT BETWEEN
WHOLESALE AND WHOLESALE BUYER**

THIS CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (the “Agreement”) is dated for identification purposes and is effective as of the date it is executed by both parties.

The parties to this Agreement are the **DANA WARREN** (“Wholesaler”) and _____ (“Buyer”) who are sometimes referred to herein as the “Party” and/or “Parties.”

WHEREAS, the Wholesaler is seeking real estate to wholesale to buyers, (“Wholesale Properties” or “Wholesale Property”); i.e. **10 ATLANTA BULK PROPERTIES FOR \$200K**

WHEREAS, the Parties contemplate that Wholesaler may make Buyer aware of Wholesale Properties in the form of real property the Wholesaler has located and may or may not have under some form of contract (letter of intent, option or agreement of sale) for the purpose of Wholesaler selling his/her interest in such contract to Buyer for a fee;

WHEREAS, Wholesaler shall disclose and furnish to Buyer confidential and proprietary information (to Wholesaler) about Wholesale Properties;

WHEREAS, Buyer agrees that Buyer will use such information to evaluate whether Buyer wants to purchase an assignment of Wholesaler’s interest in an Option, LOI or Agreement of Sale, or in the entity that holds the Wholesale Property or agreement on the Wholesale Property, or joint venture with Wholesaler on the Wholesale Property introduced by Wholesaler to Buyer;

WHEREAS, Buyer agrees that Buyer will not use the information gained from Wholesaler about a Wholesale Property any attempt to circumvent the Wholesaler by dealing directly with the owner of the Wholesale Property or any person or entity other than Wholesaler; and

WHEREAS, this Agreement shall obligate the undersigned Parties and their representatives, partners, associates, employees, attorneys, affiliates, subsidiaries, parent companies, nominees, successors and assigns mutually and reciprocally during the performance of the terms and conditions expressly stated and agreed upon below;

FURTHERMORE, whenever this Agreement is referenced in any subsequent written agreement(s), the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the Parties and any addition, renewal, extension of contracts, or new contracts that are in any way a component of what shall hereinafter be referred to as “Transactions” for the sale of real estate.

NOW, THEREFORE, as witnessed by signature below, the Parties agree as follows, intending to be legally bound:

1. **Fees**. Buyer agrees that unless another written agreement is entered into between Wholesaler and Buyer or a notice is provided at the time the Wholesaler informs Buyer of the availability

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of the Wholesale Property, Buyer shall pay Wholesaler a fee equal to **three percent (3%)** of the purchase price of the Wholesale Property at the time of settlement on the Wholesale Property. In addition the Buyer shall reimburse Wholesaler for any deposits Wholesaler has placed on account of the purchase of the Wholesale Property and reimburse Wholesaler for any out of pocket expenses such as inspections on the Wholesale Property. Wholesaler shall actually assign his interest in the agreement on the Wholesale Property at the time Buyer pays the entire wholesaling fee and all reimburses all deposits to Wholesaler.

2. Non-Compete. Buyer agrees not to disclose the information about the Wholesale Property introduced by Wholesaler or to make use of it in any situation where the Buyer is acting as a principal, consultant, executive, shareholder, partner, joint venturer, lender, board member, employee, independent contractor, agent, or representative of any other buyer.
3. Non-Circumvent. The Parties hereby legally, wholly, and irrevocably bind themselves and guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interest by any means for the purpose of changing, increasing or avoiding, directly or indirectly, the payment of established or to be established option release fees, finders fees or any other monies that would normally be charged by Wholesaler. The Parties also agree not to circumvent or attempt to circumvent this Agreement.
4. Proof of Funds. Buyer agrees to provide a proof of funds on a potential Wholesale Property upon request by Wholesaler upon receipt from Wholesaler of sufficient financial and descriptive information about the Wholesale Property to allow Buyer to determine that Buyer would be interested in the Wholesale Property if Wholesaler is able to get the Wholesale Property under contract. In exchange Buyer will get first look at the potential Wholesale Property at least twenty-four hours prior to any other wholesale buyers the Wholesaler may be working with.
5. Breach of This Agreement / Liquidated Damages. In the event Buyer circumvents Wholesaler or breaches confidentiality and another person or entity that learns of the Wholesale Property directly or indirectly as a result of the breach of confidentiality then the Buyer shall owe as **liquidated damages ten percent of the purchase price** of the Wholesale Property. In addition Buyer will pay any and all attorneys fees, court costs and litigation expenses incurred by Wholesaler in pursuing those monies to Wholesaler. Confidential and Proprietary Information. Parties hereby acknowledge and agree that Wholesaler has now or may have in the future certain confidential and proprietary information related to Wholesale Properties sought by Wholesaler, which has been previously, or will be subsequently disclosed. This Agreement is made to protect such confidential and proprietary information, hereinafter referred to as "Confidential Information" and/or "Proprietary Information." Confidential and Proprietary Information includes but is not limited to contact information for a seller of such Wholesale Property and identification information about properties that may be Wholesale Properties.
6. Confidential Information.
 - a. Buyer acknowledges that any information or data about a Wholesale Property, whether publicly available or not, printed, written, oral or electronically stored or reproduced and whether provided in response to specific inquiry or voluntarily provided by Wholesaler is confidential, and that both Parties intend that such information remains confidential.

- b. Confidential and/or Proprietary Information shall not include information that was in the possession of the Party prior to its receipt from other Party as evidenced in writing, except to the extent that such information was unlawfully appropriated. In the event Buyer knows of the Wholesale Property described to Buyer at the time Wholesaler tells Buyer about the Wholesale Property Buyer agrees to immediately notify Wholesaler that Buyer knows about the Wholesale Property and to describe the information Buyer already has. In the event Buyer does not notify Wholesaler that he already has information on the Wholesale property on the same day of getting the information from Wholesaler Buyer waives any later claim that Buyer already had information on the Wholesale Property and agrees to be subject to all the provisions of this Agreement including confidentiality and paying the Wholesaler's fee.
- 7. Court-Ordered Disclosure. Each Party may make disclosures required by law or court order provided the Party uses diligent reasonable efforts to limit the disclosure and notifies the other Party of the contemplated disclosure such that the other Party may seek a protective order.
- 8. Non –Disclosure of Confidential Information and/or Proprietary Information. In consideration of the disclosure of Confidential Information and/or Proprietary Information, Parties reciprocally agree:
 - a. To hold the Confidential Information and/or Proprietary Information in strict confidence and to take all reasonable precautions to protect such information (including, without limitation, all precautions the Party employs with respect to its own confidential and/or proprietary materials);
 - b. Not to disclose any such Confidential Information and/or Proprietary Information or any information derived there from to any third person or parties, including but not limited to the Party's affiliates and business partners without prior written consent;
 - c. Not to make use whatsoever at any time of such Confidential Information and/or Proprietary Information or information derived there from to any third person;
 - d. Not to show Confidential Information and/or Proprietary Information or discuss the contents of same with anyone, without first requiring that party to maintain the confidentiality to the same degree Party is bound through the signature of an agreement similar in content and substantially to this Agreement.
- 9. Return of Confidential Information and/or Proprietary Information. Immediately upon the written request by the disclosing Party at any time, the receiving Party will return to the disclosing Party all Confidential Information and/or Proprietary Information and all documents, materials and/or media containing any such Confidential Information and/or Proprietary Information and any and all copies or extracts thereof, save that where such Confidential Information and/or Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
- 10. No Warranty. Confidential information contains brief, selected information pertaining to the business and affairs of all concerned and no one has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any of the information. A Party

receiving information is responsible for making its own evaluation of such Confidential Information and/or Proprietary Information.

11. Waiver, Severability, and Assignability. The failure of a Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected. No Party shall assign or transfer all or any part of its rights under this Agreement without the written consent of the other Parties.
12. Successors. This Agreement binds all Parties, their employees, agents, associates, transferees and assignees or designees. This Agreement does not create a joint venture or partnership between the Parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
13. No Third Party Beneficiaries. Except for the Parties to this Agreement and any seller referred pursuant thereto, no other person or entity shall have any rights or obligations arising from or in respect of this Agreement, shall be entitled to enforce any of the terms, conditions or provisions herein, or is an intended third party beneficiary of this Agreement in any respect whatsoever. The undersigned Parties, having read this Agreement as revised, acknowledge their knowing and voluntary agreement to be bound by its terms and have executed this Agreement as of the dates set forth below.
14. Entire Agreement. The Parties hereby acknowledge that this Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements; oral or written, relating to the subject matter of this Agreement, except those expressed in this Confidentiality and Non-Circumvention Agreement
15. Modification and Waiver. This Agreement may only be amended, modified and/or supplemented in writing and such amendment is effective only when signed by the Parties hereto.
16. The party entitled to the benefits thereof may waive none of the terms or conditions of this Agreement except in writing.
17. Applicable Law. This Agreement is governed by and construed under the laws of the State in which the Wholesaler is domiciled, and all parties to this agreement submit to in personam jurisdiction of the Courts in and for the county in which the Wholesaler is domiciled.
18. Interpretation. Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever required by the context, the singular number shall include the plural, the plural number shall include the singular, and the gender of any pronoun shall include all genders. This Agreement has been negotiated by the respective commercially sophisticated Parties hereto and their attorneys. This Agreement shall be construed without regard to any presumption or the other rule requiring construction against the Party causing this Agreement to be drafted.
19. Counterparts and Facsimile/Electronic Transmissions. This Agreement may be executed in multiple copies, each of which shall be deemed an original and together which shall constitute one and the same instrument. Copies of this Agreement executed and transmitted

via facsimile or electronic transmission shall be deemed an original and shall be binding and legally enforceable.

20. Arbitration of Disputes. Any controversy or claim arising out of or relating to this contract, or any breach thereof, shall be settled by binding arbitration in a location to be determined by the Wholesaler within twenty five miles of where the wholesaler is domiciled, administered by Judicial Arbitration and Mediation Service or the American Arbitration Association or such other mediation service as may be chosen by Wholesaler ("Arbitration Service"). Judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the Federal Arbitration Act. The arbitrator shall have the authority to grant all appropriate relief, including but not limited to compensatory, exemplary, declaratory or injunctive. The parties agree a single, mutually acceptable arbitrator shall conduct the arbitration or, if the parties cannot agree on an arbitrator, an arbitrator selected at random by Arbitration Service from its panel. In any action to interpret or enforce this agreement if the Wholesaler prevails then the Wholesaler shall be entitled to recover its reasonable attorney's fees and costs. Each signatory hereto irrevocably consents to the jurisdiction of a US District Court covering the area where the Wholesaler is domiciled and agrees to service by either Certified Mail, return receipt requested or FEDEX for all process in any action or proceeding arising from this agreement.
21. Interpretation. Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever required by the context, the singular number shall include the plural, the plural number shall include the singular, and the gender of any pronoun shall include all genders. This Agreement has been negotiated by the respective commercially sophisticated Parties hereto and their attorneys. This Agreement shall be construed without regard to any presumption or the other rule requiring construction against the Party causing this Agreement to be drafted.
22. Survival. This Agreement shall survive any termination of the Wholesaler Representation and Compensation agreement and any termination or resignation of a Wholesaler.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Signatures of Parties:

Buyer

Wholesaler

Dana Warren 1-23-19