



REAL ESTATE - MANAGEMENT - FINANCING

CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

The undersigned prospective Purchaser or agent for Purchaser, hereby acknowledges that Purchaser and or agent has approached or requested information from Yung Cho (Licensed real estate agent) of Team 3000 Realty in connection with the information release and possible acquisition of the following:

1. _____ (the “business, franchise, commercial property”)
2. _____ (the “business, franchise, commercial property”)
3. _____ (the “business, franchise, commercial property”)

IN THE MATTER OF:

This Confidentiality & Non-Circumvention Agreement (“Agreement”) is made between the companies listed below (on pg3), which may sometimes hereinafter be referred to as “the parties”: It is understood and agreed to that the parties would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed under this Agreement (“Confidential Information”) can be described as and includes:
Confidential Information shall include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in writing, email or fax and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.
2. The parties shall use the Confidential Information only for the purpose of evaluating potential business, employment and/or investment options and opportunities. The parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. The parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
3. The parties warrant that they have the right to make the disclosures under this Agreement.



REAL ESTATE - MANAGEMENT - FINANCING

4. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

5. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

6. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

7. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

8. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

9. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

10. Yung Cho and the Team 3000 Realty does not provide legal and/or accounting advise. You are hereby advised to seek professional independent legal and accounting advice relating to any information and required clarification(s) relevant to your purchase or sale. It is hereby acknowledged that Yung Cho and the Team 3000 Realty will be held harmless against any future claims or charges regarding any information relayed for the purpose of trading, purchasing, selling, leasing, or evaluation of commercial & residential real estate.



REAL ESTATE - MANAGEMENT - FINANCING

AGREEMENT NOT TO CIRCUMVENT

I (We the prospective purchaser and or agent associated here in noted below) agree that there will be no attempt to deal directly with the seller, their employees, suppliers or customers except through Yung Cho, Team 3000 Realty. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business or property presented will be conducted via Yung Cho, Team 3000 Realty or with direct consent from the same.

The parties to this Agreement will refrain from soliciting business and contracts from sources not their own which have been made available to them through this Agreement, without the express permission of the party who made the original introduction, for a period of 24 months (2) years. In addition, all Parties to this Agreement, including Signatories Affiliates, Subsidiaries, Partners, and Agents will maintain complete confidentiality regarding Business Sources, and will only disclose such business sources under mutual agreement, and only after written permission has been received from the originator of the source.

Additionally, Signatories to this Agreement Hereby Agree not to Circumvent or attempt to circumvent each other or to circumvent any Party who is, or may be associated directly or indirectly with the Contract and Transaction, and agree not to alter the initial Codes attached to the Transaction and Contract.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

1. **DATE:** _____ **Business/Location:** _____

2. **Print Name(s):** _____

3. **(Name of Agent and/or Brokerage if applicable):** _____

4. **(Buyer's or Buyer agent Signature):** X _____

Note - If the buyers has independent professional real estate representation, the requested information will be sent to the licensed agency (agent) noted herein this agreement.

(Address): _____

(Telephone # / fax # /email address): _____



REAL ESTATE - MANAGEMENT - FINANCING

ALL INFORMATION RECEIVED WILL REQUIRE CONFIRMATION VIA EMAIL, FAX OR ALTERNATE WRITTEN FORM.

Corporate information (If Applicable)

Party 1

Signatory's Full Name: _____ Date: _____

Position in Company: _____ (mandatory)

Company Name: _____

E-mail: _____

Signed Date: _____ Signature (per): X _____
(Authorized signatory)

Party 2

Signatory's Full Name: _____ Date: _____

Position in Company: _____ (mandatory)

Company Name: _____

E-mail: _____

Signed Date: _____ Signature (per): X _____
(Authorized signatory)

This e-mail and attachments (if any) is intended only for the addressee(s). This e-mail contains information which may be confidential or privileged. If you are not the intended recipient please advise the sender by return e-mail, do not use or disclose the contents and delete the message and any attachments This email and its attachment (if any) has no intent to solicit ,compromise ,entice or breach any existing agency relationship and all information is without prejudice. In the event of any breach of this agreement the noted agency here in entitled to claim for damages up to the amount equal to 5 % of sale the sale price (if the noted parties here in or there associates are party to the breach of this agreement) All parties here in signed and or noted are advised to seek professional independent legal advise prior to signing this agreement.