

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

This Non-Circumvention, Non-Disclosure And Confidentiality Agreement (the "**Agreement**") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Myron Foot Wright who represents multiple Corporation(s), LLC(s), Partnership(s) and Trust(s) (the "**Discloser**"), and the principal(s) or person(s) whose names are signed to this Agreement, jointly and severally (the "**Recipient**").

This Agreement is based on the following recitals, which are incorporated herein and made a part hereof:

THIS AGREEMENT is a perpetuating guarantee for three (3) years from the date of every disclosure concerning any and all transactions present and future of Discloser, including subsequent follow-up, repeat, extended, renegotiated, and new transactions, projects and deals (the "**Business**") regardless of the success of the Business.

WHEREAS, Discloser possesses certain information, data, knowledge and experience relating to the Business which is secret, proprietary, confidential and which constitutes a valuable commercial asset belonging to Discloser; and because of this Agreement Recipient may learn from Discloser the names, telephone numbers and other valuable contact information of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers (the "**Contacts**"). Recipient hereby acknowledges, accepts and agrees that the Contacts will be recognized as exclusive and valuable to Discloser and will remain so for the duration of this agreement.

WHEREAS, Discloser is willing, subject to the terms and conditions hereof, to disclose to Recipient certain information, data, knowledge and experience related to the Business for the purpose of enabling the parties to discuss the feasibility of entering into an agreement for the development of certain means of the exploitation and use of such Confidential Information (the "**Purpose**").

NOW, THEREFORE, the parties hereto agree as follows:

1. The term "**Confidential Information**" as used herein means all Contacts, information, data, knowledge and experience relating to the Business, whether of a technical, operational, marketing, or economic nature, supplied to or obtained by Recipient from Discloser, whether orally or in writing, through demonstrations or other means.
2. Recipient agrees with respect to all Confidential Information:
  - a. except with Discloser's prior written consent, not to divulge to anyone who is not a party to this Agreement any of the Confidential Information;
  - b. to use any Confidential Information received only for the Purpose specified above and not transmit it to any other third parties;
  - c. to take all precautions necessary or helpful to be sure that any Confidential Information will be kept confidential and will not be divulged to any third parties;
  - d. that the Confidential Information shall remain the sole and exclusive property of Discloser.
3. Except as otherwise provided in this Agreement, the foregoing restrictions as to disclosure and use of Confidential Information shall not apply:
  - a. to any information which is now part of the public domain or which hereafter becomes part of the public domain through no fault or action of Recipient; or,
  - b. to any information and contacts which was in Recipient's possession at the time of receipt from Discloser, provided that the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Discloser; or
  - c. to any information which subsequently comes into Recipient's possession and was not acquired

by Recipient directly or indirectly from (i) Discloser, (ii) sources bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Discloser, or (iii) sources which require Recipient to hold it in confidence; or,

4. The Confidential Information may be disseminated by Recipient to the members, officers, employees, affiliates, agents, advisors and representatives of Recipient (the "**Representative(s)**") only to the extent reasonably required to accomplish the Purpose and provided that Recipient ensures each Representative(s) be bound by the terms of this Agreement to the same extent as if such Representative(s) was a party to this Agreement. Discloser shall have the right to take all measures (including, without limitation, court proceedings), at the sole expense of Recipient, to restrain any Representatives from the prohibited or unauthorized use or disclosure of any of the Confidential Information. Recipient further agrees that it shall be responsible for any breach of this Agreement by it or any of its Representatives.

5. Recipient agrees to make only such additional copies of Confidential Information as is reasonably required to accomplish the Purpose and shall keep such Confidential Information and all copies thereof secure and unavailable to anyone not authorized in writing by Discloser to view them. Recipient further agrees to return to Discloser or destroy with written certification thereof (as directed by Discloser) all copies of Confidential Information once the Purpose has been completed, discussions with respect to the Purpose have terminated or immediately upon the request of Discloser made at any time.

6. Recipient agrees to use the Confidential Information only for the Purpose; to not disclose it to any third party; to keep it confidential with the same level of care that Recipient affords its own most confidential information, but in no event less than a reasonable level of care; to restrict disclosure of the Confidential Information to its directors, officers, employees, agents, representatives and advisors on a "need to know" basis; to be responsible for non-compliance of this Agreement by persons to whom Recipient makes disclosure of Confidential Information, and prior to making any such disclosure Recipient shall advise each person of the terms and conditions of this Agreement.

7. Recipient will not, directly or indirectly, contact, negotiate, do business or Interfere (defined below) with any client or person with whom Discloser has had contact for business reasons related to the Purpose, except through Discloser or Discloser's express written consent. Any violation of this covenant shall be deemed an attempt to circumvent Discloser. For the purpose of this Agreement, "**Interfere**" means, in respect of any relationship, contractual or otherwise, between Discloser and a third party, (a) any disruption of their relation, (b) any incitement or inducement to cancel, not enter into or not renew contracts or business relationships, (c) any disclosure to any person, firm or corporation of any matter relating to Discloser, except to the extent that such disclosure is required by law or is authorized by Discloser, or (d) any product marketed, sold, designed or developed, directly or indirectly, using any methodology similar to that disclosed by Recipient as Confidential Information. In the event Recipient circumvents Discloser as prohibited in this Agreement, Discloser shall be entitled to monetary compensation from Recipient, without prejudice to Discloser's other recourses hereunder or at law, equal \$100,000 (one hundred thousand dollars) for each occurrence thereof to Discloser. 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. Discloser, in addition to Discloser's right to receive monetary damages and all other available rights and remedies, shall be entitled to obtain an injunction restricting Recipient from committing or continuing any violation of this Agreement. If any legal action relating to this Agreement is brought by either party, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for the reasonable costs, expenses and attorneys' fees incurred by the prevailing party.

8. Recipient recognizes and agrees that Discloser is the owner of the Confidential Information and that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to Recipient with respect to any Confidential Information and Contacts.

9. If any provision of this Agreement shall to any extent be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.

10. The Discloser is intended to be the beneficiary of this Agreement. No failure or delay by Discloser in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege under this Agreement.

1. Recipient understands and acknowledges that Discloser makes no representations or warranties, express or implied, as to the accuracy or completeness of any Confidential Information.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws. There are no understandings, agreements or representations, expressed or implied, not specified herein. This Agreement may not be amended or modified except in writing signed by both parties.

13. This Agreement may be signed in counterparts with the same effect as if the signatures to each such counterpart shall be enforced against the party actually executing such counterpart. All counterparts shall be deemed an original of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

**Discloser**

**Recipient**

\_\_\_\_\_  
Myron Wright

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature