

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

This agreement (the "Agreement") is entered into as of this ____ day of _____ 2016, by and between the following parties:

PARTY OF THE FIRST PART:

_____ (herein called "FIRST PART")
with its principal place of business at: _____

Telephone Number: _____
Facsimile Number: _____
Cellphone Number: _____
E-mail: _____

and

PARTY OF THE SECOND PART:

Denaro Associates, Inc. (herein called ,, SECOND PART")
with its principal place of business at: 121 Route 23 North
Wantage, NJ 07461-2235
Telephone Number: (862) 217-4070
Facsimile Number: (973) 512-2222
E-mail: info@denaroassociates.com

THE PARTY OF THE FIRST PART AND THAT OF THE SECOND PART SHALL
HEREINAFTER BE COLLECTIVELY KNOWN AS "THE PARTIES".

WHEREAS the parties wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of confidentiality with respect to their sources and contacts.

WHEREAS the parties desire to enter into a business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners and other associated organizations (herein after referred to as "Affiliates").

WHEREAS the parties mutually recognize that during the time of the business transaction each may learn from the other, including associates, the identity, address and/or telephone and/or fax and/or address and/or number of clients, agents, brokers, buyers, sellers, investors and/or institutions or government contracts (hereinafter referred to as "Confidential Source") which the other party has acquired by periods of investment in time, expense and effort:

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

1. That all confidential sources and confidential information of each party are valuable property and shall be and remain an exclusive property of such party.

2. That neither party (including the associate agents, affiliates and/or representatives of such party) will attempt directly or indirectly, to contact the other parties transaction sources on matters relating to the subject business or contract, negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the expressed written consent of such other party as to each contact and/or use, and after having entered into agreement with such party any violation of this covenant shall be deemed an attempt to circumvent the other party. The parties will maintain complete confidentiality regarding each other business sources, their affiliates and any confidential source of information of the other party obtained in the transaction of the subject matter and may disclose the above only to named parties pursuant to the expressed written permission of this party who made available the source.
3. All Parties agree not to circumvent, nor to attempt to circumvent either party in any transaction pending or in the future, for a period of two (2) years from the date of execution of this non- circumvention section of this agreement. This document binds all parties, their employees, associates, attorneys, accountants, assignees, heirs, transferees and designees.
4. The Party determined to be the circumventor of this agreement shall, without recourse, pay the circumvented party, his assignee and/or designees the total, fees, commissions and/or profits which were due to the said party upon the successful completion of the transaction under question, had there been no case of circumvention. In addition, the circumventor shall pay all court costs, attorneys' fees, travel and lodging and any other charge deemed appropriate by the Arbitrator(s).
5. Any dispute involving circumvention of this agreement shall be governed by rules of arbitration applying in the State of New Jersey.
6. This Agreement shall be governed by the laws of the State of New Jersey and/or US FEDERAL LAW where applicable.
7. COUNTERPARTS: This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

This Agreement has been read, understood, and agreed to by all **PARTIES** signed below and who covenant to adhere to its contents in its entirety.

AGREED AND ACCEPTED

FIRST PART

SECOND PART

Signed this ____ day of _____ 2016,
at _____, _____

Signed this ____ day of _____ 2016,
at _____, _____

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Denaro Associates, Inc.

SIGNED IN THE PRESENCE OF WITNESSES:

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