

NONDISCLOSURE OF CONFIDENTIAL INFORMATION AND NONCIRCUMVENTION AGREEMENT

THIS NONDISCLOSURE OF CONFIDENTIAL INFORMATION AND NONCIRCUMVENTION AGREEMENT (the "Agreement") made and entered into this day of _____ 2018, by and between **Mega Realty Group, LLC aka MRG**, of Astoria, New York and _____, a corporation or entity (Buyer/Agent) established in the State of _____, as this agreement pertains to all real estate properties, identified and introduced by Mega Realty Group, LLC to Buyer/Agent for the purpose of purchasing or leasing.

Subject property/ properties:

WITNESSETH:

WHEREAS, Buyer/Agent and MRG are discussing a possible business association involving a real estate transaction which shall include but not be limited to the Property; and

WHEREAS, the parties desire that the Business affairs and all Confidential Information (as hereinafter defined) of MRG and the owner of the Property and the Property be kept in the utmost confidence and Buyer/Agent desires to maintain such confidence and agrees not to disclose any information obtained about the business affairs of MRG, or the Confidential Information of MRG or the owner of the Property and its associated Property managers, representatives, related parties, or operation without the express written consent of MRG;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises herein contained and other good and valuable consideration, the parties intending to be legally bound do hereby agree as follows:

1. Non-circumvention of MRG:

MRG will provide confidential information about the Property to Buyer/Agent in exchange for Buyer's/Agent's promise that it will not circumvent MRG in any eventual investment or purchase of the Property. Buyer/Agent agrees to refrain from circumventing MRG in any dealings either directly or indirectly. Specifically, Buyer/Agent agrees not to disclose the identity of the owner of the Property, or any Confidential Information, as more fully described below, to third parties for the purposes of obtaining investment capital, loans, contracts or other valuable interests, commitments, instruments, or property which MRG or the owner of the Property might utilize in the sale, lease, development or exploitation of the Property.

2. Confidential Information of Buyer/Agent and MRG

(a) The term "Confidential Information" means all information concerning the Property (whether prepared by the owner of the Property, its advisors or otherwise and irrespective of the form of communication) that is furnished to the Buyer/Agent, its representatives now or in the future, by the owner of the Property or by MRG on behalf of the owner of the Property, including but not limited to technical data, designs, plans, drawings, ideas, business methods, processes, systems, formulations, business techniques, formulas, customer lists, customer requirements, marketing resources, supplier names, financial records and

information, tax returns, and other proprietary information and documentation. Confidential Information also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by the owner of the Property or its representatives, including but not limited to, MRG

(b) Buyer/Agent acknowledges that the Confidential Information is and shall at all times be the property of MRG, Buyer/Agent acknowledges that the Confidential Information is held in strict confidence by MRG and that every effort is made to make such Confidential Information inaccessible to any outside parties or those not named in this Agreement. Buyer/Agent further acknowledges that the use of the Confidential Information by Buyer/Agent other than with the express written consent of MRG would cause severe and irreparable injury to MRG and would be with the intention of harming MRG (c) As a condition to such Confidential Information being furnished to the Buyer and its directors, officers, members, employees, partners agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, potential partners, potential financing sources and financial advisors) (collectively, "representatives"), Buyer/Agent agrees to treat such information in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth. (d) Therefore, Buyer/Agent, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement (the "Nondisclosure Term"), shall not disclose the Confidential Information to any third party and during the "Nondisclosure Term" shall not pursue any Business Opportunity related to the Property or use the Confidential Information for any purpose other than those purposes expressly permitted in writing by MRG.

3. **Indemnification.** Buyer/Agent on the one hand and MRG on the other hand agree to indemnify, defend and hold harmless the other from and defend against all liabilities, obligations, costs, damages, losses and expenses, including without limitation, attorneys' fees and court costs, suffered or incurred by such party arising out of any breach of this Agreement by the indemnifying party or any of them, and if applicable, their respective affiliates, directors, officers, agents, and employees. **Buyer/agent or cooperating broker agrees that he will not look to seller or to MRG for commissions or any fees associated with the sale of any real real estate property introduced to agent and buyer by MRG unless agreed upon on a separate co-broke fee agreement.**

4. **Remedies.** In addition to the other rights and remedies available to the parties hereto with respect to any breach of this Agreement, the parties and each of them acknowledge and agree that a party shall be entitled to enjoin the continuance thereof through a temporary restraining order, temporary injunction, and/or a permanent injunction. The parties may pursue any of the remedies described in this Paragraph concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of any such remedies at any time will not be deemed an election of remedies or waiver of the right to pursue the other of such remedies as to that breach or violation, or as to any other breach or violation.

5. **Term.** This agreement shall terminate and the terms and conditions of this agreement shall cease to have force and effect on the earlier of (1) One year from the date hereof and (ii) the consummation of the Transaction.

6. **Notices.** Unless otherwise specified within a provision of this Agreement all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is electronically or mechanically generated and kept on file by the sending party); (iii) three business days after deposit with the United States Mail when sent by registered or certified mail; or (iv) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same.

7. **Severability.** If any provision of this Agreement is declared illegal, unenforceable, ineffective or inoperative for any reason, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby. Any court of competent jurisdiction, upon such finding, shall be empowered to modify any such illegal, unenforceable, ineffective or inoperative provisions in order to carry out the intent of the parties to this Agreement.

8. **Waiver.** Any waiver by any party, expressed or implied, or breach of any provision of this Agreement shall not be deemed a waiver of such provision or any subsequent breach of the same or any other provision hereof. Failure of a party to declare any breach upon the occurrence thereof or any delay by any party in taking action with respect thereto shall not waive such breach.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of NY and the parties do hereby (a) submit to personal jurisdiction in the State of New York for the enforcement of this Agreement, and (b) waive any and all personal rights under the law of any state to object to jurisdiction and venue within the State of New York for the purposes of litigation to enforce this Agreement.

10. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between Buyer/Agent and MRG with respect to the subject matter hereof and contains all the covenants and agreements between the parties with respect to such matters. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended without the written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed or have caused their duly authorized representative to execute this Agreement as of the day and year first above written. Please confirm this Agreement by signing and returning two (1) copy of this letter to the undersigned, or via email whereupon this letter agreement shall become a binding agreement between Mega Realty Group, LLC and Buyer/Agent.

Buyer's Agent/ Broker :

BUYER :

By:

By:

Signature:

Signature:

Date:

Date:

Company:

Mega Realty Group, LLC

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**By: Robbie Salameh
(aka Rabih Salameh)**