

## ***NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT***

As a consideration moving the parties to a Certain Agreement to be made between the undersigned Seller, Lessor, Assignor or Listing Broker, (hereinafter referred to as "Seller") and Purchaser, Lessee, and any Consultant or Broker on the Purchaser's behalf (hereinafter referred to as "Purchaser") for any property owned or leased directly by the Seller before the signing of any contract and as a condition precedent to the consummation of all prior negotiations and to the creation of any contract and each and every term thereof, the undersigned parties do hereby covenant and agree to the following:

1. None of the materials furnished to the Purchaser by the Seller will be used or duplicated by the Purchaser in any way detrimental to Seller or for any purpose other than evaluating a possible purchase, or lease, of the property described therein. Therefore, the undersigned agrees to keep all Confidential Information (other than information which is a matter of public record or is provided in other sources readily available to the public) strictly confidential; provided, however, that the Confidential Information may be disclosed by Purchaser to directors, officers and employees of the undersigned, but only to these individuals. and to a prospective Purchaser's outside counsel and accounting firm (all of whom are collectively referred to as "related parties") who in Purchaser's considered judgment need to know such information for the purpose of evaluating a possible purchase or lease of the property by Purchaser. The undersigned party will promptly, upon the request of the Seller, deliver to the Seller all Confidential Information furnished to them by the Seller or the Listing Broker, whether furnished before or after the date of this letter.
2. The undersigned agrees not to make any of the Confidential Information available, or disclose any of the contents of confidential information, or either the fact that discussions or negotiations are taking place concerning a possible sale, lease or assignment of any property to Purchaser or any of the terms, covenants, conditions, or other facts with respect to any such transaction, including status thereof, to any other person other than as permitted by the preceding paragraph unless such person, or entity has been identified in writing to the Seller; the Seller has approved in writing the disclosure of the Confidential Information to such person; and such person has entered into a written confidentiality Agreement with the Seller.
3. The undersigned will direct all parties to whom confidential information is made available not to make similar disclosures. Any such disclosure shall be deemed made by, and be the responsibility of, the undersigned.
4. The undersigned agree that the spirit of this Agreement is one of mutual trust and confidence between the undersigned parties and the reliance upon the undersigned to communicate what is fair and equitable in their business relationship to each other, and it is further agreed that no effort will be made to circumvent the letter and spirit of this Agreement in an effort to contact the Seller to avoid/gain the commission, fee or other forms of consideration which assures to the benefit of one, or more, on the undersigned parties to the exclusion of any of the other parties.

5. It is agree by the undersigned parties not to contact, or attempt to contact, the other party being represented, nor to directly contact the Seller/Purchaser, as applicable, without the written approval from the undersigned party representing the Seller/Purchaser, as applicable.
6. This Agreement shall be considered to include the Corporation(s), Company(s), Partnership(s), Syndicate(s), Division(s), Employees, Consultants, business contacts, assignees, family and heirs of each of the undersigned.
7. It is agreed that any controversy, or claim arising out of, or relating to this Agreement, or the breach thereof, which is not settled between the undersigned parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with hearings to take place in the State of Connecticut, at a time and place mutually agreed upon, or finally as set by the assigned arbitrator. Any judgments rendered by he Arbitrator may be entered in any Court having jurisdiction over the parties and subject matter of the controversy, and shall include any reward to the aggrieved party so long as the award relates to the total remuneration to be received as a result of the business conducted between the parties pursuant to this Agreement and should include all court costs, and attorney's fees equal to twenty-five percent (25%) of the award, and any other costs or damages reasonable necessary to adjudicate, and said award shall be not less than fifty percent (50%) of the commissions, fees, remuneration and other considerations due and payable as a result of the disputed transactions.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
9. This Agreement may only be changed by a written notice signed by all parties, and may not be changed orally.

**\*\*\*ACCEPTED:\*\*\***

“Purchaser”

Identity of Seller, Lessor, or Assignor

Name of Company or Individual:

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Authorized Signature

Listing Broker – “Seller”

Print Name and Title

Coldwell Banker Commercial NRT

Broker or Consultant for “Purchaser”:

Authorized Signature

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

***Coldwell Banker Commercial NRT***