



New England Web Strategies LLC DBA Loanviser

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure and Non-Circumvention Agreement (the "Agreement"), shall be deemed effective as of the date indicated on the signature page between the undersigned individual and/or business entity ("Company") on behalf of itself and its agents, and New England Web Strategies LLC DBA Loanviser ("Loanviser") on behalf of itself and its agents; (individually as "Party" and collectively as the "Parties").

WHEREAS, the Parties may provide each other proprietary or confidential information, and each desire that any such information will be kept confidential by the other Party; and

WHEREAS, in consideration of the disclosure of such information, each Party is willing to keep such information confidential and not circumvent the other in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree to the following:

1. "Information," shall mean any communications or data, in any form, including, without limitation (communicated in-person, by e-mail, fax, or telephone) company and individual contact information, all ideas, strategies, know-how, network configurations, system architecture, designs, drawings, written or spoken reports, plans, forecasts, current or historical data, technical, financial or business data, proposals, software, customer and third-party information, and any other material or data relating to the current and/or future business and operations of the disclosed business or opportunity.

2. "Proprietary Information" shall mean Information which is deemed confidential or proprietary in nature by the disclosing Party who desires to protect against unrestricted disclosure or competitive use and which is disclosed as provided for by this Agreement. Proprietary Information shall not include information which (a) was within the receiving Party's rightful possession prior to the other Party providing it, or (b) was received rightfully and without confidential limitation by the receiving Party from a third party, or (c) is disclosed by the receiving Party as required by applicable law or regulation, or valid order of a court, regulatory commission, or similar body; the above exceptions (a and b) are subject to proof that the receiving Party was doing business with the disclosed company or individual prior to the disclosure being made pursuant to this Agreement. Proprietary Information shall not be deemed to be within one of the foregoing exclusions merely because individual portions are disclosed or separately known in the public domain. Exclusions must be claimed in writing within three (3) business days.

3. Subject to the provisions of paragraph 4, the receiving Party agrees, for a period of five (5) years from the date of disclosure, to: (a) use Information solely for purposes

Initials: **Loanviser: DE** **Company: _____**

permitted by this Agreement or agreed to by the Parties in writing; (b) disclose Information, or any derivative thereof, only to its employees, advisors, or representatives with a need to know; and (c) advise all employees, advisors or representatives with access to the Information of the obligation for protecting the information.

4. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed to the receiving Party. The Parties acknowledge that neither Party makes any representation or warranties whatsoever concerning the accuracy or completeness of the Information supplied. All Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party upon written request.

5. Each of the Parties represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party.

6. With the exceptions of this Agreement regarding confidentiality and non-circumvention, which shall be binding, the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the subject matter of the Proprietary Information or any other transaction between them without execution of such separate written agreement. It is not necessary that this Agreement reference specific transaction(s) in order to be effective with regards to confidentiality and non-circumvention since this Agreement is intended to be a continuing obligation between the Parties as to all Information communicated until notice of termination is acknowledged by both of them.

7. Except as permitted hereunder, or as required by law, neither Party shall make any press release or other disclosure of any kind regarding this Agreement, any discussions or negotiations relating thereto, or the Proprietary Information without the prior written consent of the other Party.

8. This Agreement shall become effective as of the below date and shall continue for a period of five (5) years from the last disclosure, unless the Parties agree in writing to an earlier termination date. The confidentiality and non-circumvention obligations set forth in this Agreement to protect Information received shall continue for a period of five (5) years subsequent to the last disclosure and shall survive any termination of this Agreement. This Agreement shall benefit and be binding upon the Parties and each of their respective heirs, successors, assigns, affiliates, subsidiaries, and agents.

9. The Parties agree that they will not attempt to bypass or circumvent the other with respect to the business dealings being introduced in connection with this Agreement. A Party hereto will not in any manner contact or initiate contact with, or otherwise enter into any transaction of any kind whatsoever with a person, company or opportunity introduced by a Party to this Agreement unless agreed in writing by the other Party.

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10. Parties further agree that any company, individual, product or entity introduced by a Party shall be deemed to be a business opportunity and constitute a trade secret and the good will of the introducing Party under this Agreement, including addresses, contact information, and any information so provided and any unauthorized use or disclosure of such shall be deemed to be unfair competition and will cause irreparable harm to the Disclosing party. The Disclosing party shall have the right to demand that the Receiving party cease and desist from any unauthorized usage including the right of the Disclosing party to seek injunctive relief without payment of a bond.

11. This Agreement shall be deemed entered into and governed solely by the laws of the State of New Hampshire and any actions to enforce the provisions of this Agreement shall be brought and maintained exclusively in Concord, NH U.S.A. The Party seeking enforcement of this Agreement shall have the option to determine if they want to adjudicate the matter by means of mediation, arbitration or court proceedings and no objection shall be made by any other Party on the basis of forum non conveniens. Regardless of the nature of the proceedings selected, the prevailing party shall be entitled to such relief as may be awarded, costs of suit and reasonable attorney's fees, at trial or any appeal. As an alternative to any general, special, or punitive damages, the injured Party can claim liquidated damages for breach of this Agreement that shall be no less than the total sum the breaching Party benefited based upon any compensation it received from any current or future transactions undertaken with a disclosed individual or business entity, or other additional damages, whichever is greater, for which the disclosing Party did not receive mutually acceptable compensation which was duly paid.

12. Should any portion of this Agreement be deemed unlawful, the remainder of this Agreement shall be in full force as if that portion had not been included. Failure to enforce compliance with any term of this Agreement or the waiver of any term shall not constitute a permanent waiver.

13. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified unless it is made in writing and signed by both Parties.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original, and of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission, e-mail or other means of electronic communication capable of producing a printed copy and all signatures shall be treated as original signatures for all applicable purposes. All notices of request, demand and other communications hereunder shall be addressed to the parties as listed below.

15. The Parties warrant and represent that the person executing this Agreement is

Initials: **Loanviser: DE** **Company: _____**

duly authorized to execute this Agreement and to bind the Party to the terms and conditions contained herein.

Please confirm that the foregoing correctly sets forth our Agreement by signing below.

“Company”

By (sign): _____

Name:

Email:

Title:

Phone:

Address:

Website:

Effective Date of this Agreement: 06/01/2020

Complete above, initial each page, and email the entire Agreement as listed below.

New England Web Strategies LLC, DBA Loanviser

By (sign): _____

Daryl Eames

daryl@loanviser.com

Owner

(603) 512-9319

184 Linden Street

www.loanviser.com

Manchester NH, 03104

Initials: **Loanviser: DE** **Company: _____**