



Non-Compete/Non-Disclosure Agreement

MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

The signatories to this agreement are:

Access Capital NW, LLC (“ACNW”) and,

NAME _____

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE/FAX _____

EMAIL ADDRESS _____

the signatory, hereafter referred to as the (“**signatory**”).

This agreement is a reciprocal one between the signatories and where the following paragraphs mention the rights that ACNW has as the introducing party, *they also apply as well to the signatory where the signatory is the introducing party*. This agreement is binding upon the parties hereto and their respective heirs, assigns, and successors.

Whereas, ACNW is engaged in the business of financial services consulting, including making sources, lenders, brokers, and/or clients available to applicants and brokers, including but not limited to the arranging of funding, loans, financing, contracts, consulting services and representation, and whereas it is agreed that the *signatory* desires such services from ACNW; and

Whereas, it is normally required to make valuable confidential disclosures by each signatory hereof to each other in order to realize and/or complete the transactions indicated above; and therefore, the signatories agree to and abide by the following terms and conditions:

1. It is understood that the *signatory* hereby agrees to: not circumvent ACNW and the intermediary process, that is, not make any contact with, solicit, deal with, or otherwise be involved in any transaction(s) with regard to any source, lender, broker, and/or client that ACNW introduces to the *signatory*. It is further agreed that the identity of any source, lender, broker, and/or client introduced by ACNW to the *signatory* is the property of ACNW.
2. The signatory hereby agrees to hold in confidence and not disclose in any manner whatsoever, any of the confidential, proprietary information, including the names, phone numbers, fax numbers, email and other addresses, etc. of any source, lender, broker, and/or client that ACNW introduces to the signatory.

Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business.

Each party has had or will have those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will promptly notify the other party in writing of the names of each such person who has signed such agreements after such agreements are signed. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party that may come to its attention.

3. This agreement is a perpetual guarantee and is irrevocable and non-cancelable. It applies to all transaction(s) entertained by the signatories hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, regardless of the success of the project. The signatories agree that the identities of the parties who are introduced under this agreement are currently, and shall forever remain, the proprietary asset of the introducing signatory.
4. If it is determined that any of the signatories has violated this agreement, the party in violation agrees to reimburse the other party, its assignee, or designee the full amount it would have received had it been involved with the transaction, plus court costs and attorney's fees deemed fair by the court, regardless if the party in violation would have received any fees, commissions, payment or funding.
5. In the event that any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby.
6. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, or modify this agreement except by an instrument in writing signed by both parties, or their duly authorized representatives.
7. Signed facsimile transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract. This agreement will be governed and construed in accordance with the laws of the State of Oregon (USA).

8. It is agreed by our signatures that we confirm that we have full authority to execute this agreement and obligate any company, firm, corporation, partnership, organization, individual, and/or entity referenced herein.

I/We, the undersigned, guarantee the aforesaid MUTUAL NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT and agree to be bound by this agreement.

Executed on this _____ day of _____, 20____.

ACCEPTED BY SIGNATORY:

Name

Signature

Address

City, State ZIP

Phone

Date

ACCEPTED BY ACNW:

Christopher D. Moore

Signature

10117 SE Sunnyside Rd., #F122

Clackamas, OR 97015

971-223-5213

Date