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REAL ESTATE SERVICES

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Hunter Real Estate Services

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT is made and entered into as of the ___ day of _____, in the year 200___, between and amongst HUNTER REAL ESTATE SERVICES with a principal office at 3911 E. Colonial Dr., Orlando, Florida 32803 USA, and office phone number of (407) 438-2134 (“HRES”), and _____, a(n) _____ with a principal address of _____, and phone number of _____ (“Second Party”).

1. *Purpose.* The parties wish to explore one or more business opportunities of mutual interest. In the course of their communications about the opportunities HRES may disclose to the Second Party certain confidential technical and business information which HRES desires the receiving party to treat as confidential. Additionally, HRES may introduce the Second Party to a person or persons with whom the parties hereto, or either of them, might do business. HRES desires that the Second Party not circumvent HRES in dealing with any person identified in advance of the introduction and so introduced.

2. *Confidential Information.* “Confidential Information” means any information disclosed by HRES to the Second Party, either directly or indirectly, in writing, orally or by inspection of intangible objects which is designated as "Confidential", "Proprietary" or some similar designation. Information communicated orally shall be considered "Confidential Information" if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties.

Confidential Information shall not however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure to the disclosing party; (ii) becomes publicly known and made generally available after disclosure to the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of the disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives to the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. *Non-Use and Non-Disclosure.* The Second Party agrees not to use any Confidential Information of HRES for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties and to conduct the business of HRES. The Second Party agrees not to disclose any Confidential Information of HRES to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.

4. *Maintenance of Confidentiality.* The Second Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the HRES. Without limiting the foregoing, the Second Party shall take at least those measures that it takes to

protect HRES's Confidential Information and insure that its employees who have access to Confidential Information of HRES have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. *No Obligation.* Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. *No Warranty.* ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. *Return of Materials.* All documents and other tangible objects containing or representing Confidential Information which have been disclosed by HRES to the Second Party, and all copies thereof which are in possession of the Second Party, shall be and remain the property of HRES and shall be promptly returned to HRES upon the HRES's written request.

8. *No License.* Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. *Non-Circumvention.* Business opportunity(ies) covered by this Agreement shall be those designated by HRES before or promptly after disclosure/introduction to the Second Party, as being covered by this agreement. The Second Party shall not circumvent HRES in dealing with any person and business opportunity(ies) so designated. After the designation, the Second Party shall work directly with HRES on any covered business opportunity(ies), and shall not circumvent HRES by working directly with the person introduced on such business opportunity(ies) for a period of two years from the termination of the business relationship between HRES and the Second Party, except with the express written consent of HRES. The Second party also agrees not to contact directly or indirectly any current employee or independent contractor of HRES for the purposes of recruiting or otherwise interfering with the relationship between HRES and said employee or independent contractor for a period of two years from the termination of the business relationship between HRES and the Second Party.

10. *Term.* With respect to the Confidential Information, the obligations of the Second Party hereunder shall survive until such time as all Confidential Information of HRES disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party. With respect to non-circumvention, the term of this Agreement shall extend as indicated in Paragraph 9 hereof.

11. *Remedies.* Each party agrees that any violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

12. *Severability.* In the event that any of the provisions of this agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minim extent necessary so that this agreement shall otherwise remain in full force and effect.

13. *Miscellaneous.* This Agreement shall bind and inure to the benefit of the parties hereto and

