



## NON-DISCLOSURE AGREEMENT (PERSONAL AND CONFIDENTIAL)

This Nondisclosure Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ of Team Singh with its principal place of business at 3461 Fair Oaks Blvd # 125, Sacramento, CA 95864 ("Disclosing Party") and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged at the following locations:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

All documents and oral communication submitted/discussed respectively to Receiving Party is confidential information and will not be shared with anyone without permission from the Disclosing Party.

**2. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all hard copy records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.



3. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until any of the following occurs: (1) the Confidential Information no longer qualifies as a trade secret, (2) until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, or (3) the entering of a transaction between the Parties of this Agreement.

4. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures, or employee of the other party for any purpose.

5. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

6. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

7. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

8. **Venue and Jurisdiction.** This letter agreement will be governed by the laws of the State of California, County of Sacramento, without giving effect to the conflicts of law's provisions thereof and will remain in full force and effect for one year from the date hereof.

9. **Confidentiality.** The parties agree that this Agreement, its contents, definitions, effects, and purpose, are to remain confidential, and shall not to be disclosed to any other party, unless authorized in writing by both parties, with the sole exception for purposes of evaluation by the Receiving Party, its employees, contractors, attorneys, accountants, and consultants.



**TEAM SINGH**



**APPLIED**  
COMMERCIAL

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

\_\_\_\_\_ “Receiving Party”

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



**TEAM SINGH**



**AGENT EXCLUSIVITY AGREEMENT**

This Agent Exclusivity Agreement (hereby referred to as the "Agreement") is entered into and made on \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereby referred to as "Agent") and \_\_\_\_\_ (hereby referred to as "Client").

Agent and Client have expressed interest and come to terms to enter into this exclusivity agreement in regard to the provision of broker and agency services from Agent for the presentation of real, business and/or personal property for purchase by Client.

For the interest of both Agent and Client, and to show receipt and acknowledgment of this agreement, both parties agree to:

1. **Exclusivity.** The period of exclusivity will begin on the date of this Agreement and will continue until the earlier of the following: (1) Client purchases the property through Agent, (2) Agent terminates this Agreement with Client, or (3) Client and Agent mutually terminate this Agreement.
2. **Property for Sale.** The following properties have been presented to Client by Agent for purchase:
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
3. **Agency Relationship.** Client agreement to purchase the presented property through Agent alone, and not through any other agent that Client may know or come to know. Agent has procured the presentation of this property through proprietary commercial secrets and through contacts that are known only to Agent, at a substantial cost to Agent's time and efforts. In the event Client purchases this presented property through another agent, or directly from Seller without an agent, then Client shall pay to Agent a fee of three percent (3%) of the Purchase Price representing the commission and income that Agent lost from Client's breach of this Agreement.
4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one agreement deemed to be dated as of the date hereof.



- 5. **Non-Assignable.** Subject to the provisions herein, this Agreement may not be assigned, in whole or in part, without the prior approval of all parties hereto. Subject thereto, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators, other personal and legal representatives (including trustees and receivers in bankruptcy) and permitted assigns.
- 6. **Severability.** It is intended that each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision herein shall be held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.
- 7. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of California, applicable to agreements to be wholly performed therein, with jurisdiction exclusive to the federal and state courts located in the State of California, County of Sacramento.
- 8. **Attorneys' Fees.** If legal action is instituted to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
 HomeSmart ICARE Realty Date  
 Name: \_\_\_\_\_  
 Title: Agent

\_\_\_\_\_  
Date  
 Name: \_\_\_\_\_  
 Title: Client