

Non-Compete/Non-Disclosure Agreement

Non-Compete/Non-Disclosure Agreement (the “Agreement”) becomes effective the date it is signed. The parties to this Agreement are Metroplex, Inc.. (“MA”) and _____, who are referred to herein as the “Party” and/or “Parties.” All real estate brokers and agents involved are acting as intermediaries for introduction purposes only and are not involved in the analysis or preparation of any of the materials. No representations or warranties of any kind are given by any party.

Confidential and Proprietary Information. Parties hereby acknowledge and agree that each Party owns certain confidential and proprietary information to the extent presently or subsequently disclosed. This Agreement is made to protect such confidential and proprietary information herein after referred to as “Confidential Information” and/or “Proprietary Information.” Confidential and Proprietary Information includes but is not limited to materials and/or dealings with or about sources, actual and potential, investors, lenders, lender’s agents, financial institutions, trusts, mortgagors, banks, brokers, traders, buyers, and those parties or entities, public or private, generally interested in such including but not limited to their names and plans, transactions, and other pertinent information and material which is transferred verbally or in writing or by other means between the signatories below and parties or entities of their introduction and/or disclosure.

Non-Disclosure of Confidential Information and/or Proprietary Information. In consideration of the disclosure of Confidential Information and/or Proprietary Information, Parties reciprocally agree to hold the Confidential Information and/or Proprietary Information in strict confidence and to take all reasonable precautions to protect such information (including, without limitation, all precautions the Party employs with respect to its own confidential and/or proprietary materials).

Non-Circumvent. The Parties hereby legally, wholly, and irrevocably bind themselves and guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others’ interest, or the interest or relationship between the Parties, by any means for the purpose of changing, increasing or avoiding, directly or indirectly, the payment of established or to be established fees and/or commissions. The Parties further agree not to initiate any transactional relationship that by-passes one of the Parties in favor of any other individual or entity, in connection with the subject Transactions or any related future Transactions. The Parties also agree not to circumvent or attempt to circumvent this Agreement.

No Compensation Due if a Prior Relationship. In the event that a Party to this Agreement proposes introducing another Party (the “Introduced Party”) to a seller or buyer of properties or portfolios or funding source (“New Contact”) that the Party being introduced already had a relationship with the no compensation shall be due to the Party making the introduction (“Introducing Party”) so long as the Introduced Party, by 10:00 AM Pacific Standard Time the business day following the day the Introducing Party discloses of the identity of the New Contact notifies the Introducing Party in writing that there is a pre-existing business relationship with the New Contact and that the Introduced Party does not wish an introduction.

Term. All parties agree neither to circumvent nor to attempt to circumvent either for the transaction of this current contract or in the future for a period extending to the later of two (2) years from the effective date of this Agreement or the last date a Party is given Confidential Information or Proprietary Information.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.



Printed Name: Ryo Takei, Broker

Company: Metroplex, Inc.

Agreed and Acknowledged

By: _____

Date: _____

Printed Name: _____

Company: _____

Please check one box: I will be participating as a Principal _____ as a Broker _____