

# Resource Realty Group

7020 Whitmore Lake Rd. Whitmore Lake, MI 48189

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## **NONDISCLOSURE/NON COMPETITION AGREEMENT**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between

\_\_\_\_\_  
Their Successors and/or Assignees  
(hereinafter "Recipient") and Larry Gotcher and/or Resource Realty Group, LLC.  
(hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to certain investment opportunities and offerings that are confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of evaluating the information and making a determination as to whether they are interested in moving forward with the investment opportunity.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. *Disclosure.* Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.
2. *Confidentiality.*
  - a. *No Use.* Recipient agrees not to use the Confidential Information in any way, except for the purpose set forth above.
  - b. *No Disclosure.* Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient or parties authorized by the Discloser having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.
  - c. *Protection of Secrecy.* Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of any unauthorized persons.
3. *Ownership of Confidential Information.* Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information.
4. *Term and Termination.* The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential. Recipient acknowledges and agrees that due to the unique nature of the information, any breach of this agreement would cause irreparable harm to the Discloser for

which damages are not adequate remedies and that the Discloser shall therefore be entitled to equitable relief in addition to all other remedies available at law.

5. *Return of Confidential Information.* If Recipient decides not to enter into the proposed investment opportunity/business relationship with the Discloser, Recipient will promptly return all Confidential Information and all copies, extracts, and other objects or items which it may be contained or embodied to the Discloser
6. *Unauthorized Release.* Recipient will promptly notify the Discloser of an unauthorized release of the Confidential Information.
7. *Non competition.* Recipient agrees not to use any Confidential Information to compete against or attempt to circumvent the Discloser in any transaction or offer which has been disclosed.
8. *No Duty.* The Discloser has no duty to disclose any information to the Recipient and any release does not obligate Discloser to negotiate or enter into any agreement or relationship with the Recipient.
9. *Choice of Law.* This Agreement is governed by the laws of the State of Michigan and may be modified or waived only in writing.
10. *Unenforceable.* If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.
11. *Attorney Fees.* The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.
12. *Survival of Rights and Obligations.* This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

RECIPIENT: \_\_\_\_\_

DISCLOSER:

(Their Successors and / or Assignees)

Signed:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

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

Resource Realty Group

Date: \_\_\_\_\_

Date: \_\_\_\_\_