

NON-COMPETE, NON-DISCLOSURE AGREEMENT

THIS NON-COMPETE/NON-DISCLOSURE AGREEMENT IS ENTERED IN TO THIS _____ DAY OF _____, 20____.

THIS AGREEMENT IS BETWEEN _____ (“COMPANY”)

AND _____ (“AGENT”).

AS A CONDITION FOR SIGNING A BROKER/AGENT TYPE OF AGREEMENT BETWEEN COMPANY AND AGENT, THE PARTIES HERETO AGREE TO THE TERMS AND CONDITIONS OF THIS NDA AS OF THE DATE WRITTEN ABOVE.

1. Company acknowledges that Agent is bringing business (“Agent’s Business”) over to the Company where each party will benefit according to the commission split as agreed to in the Company’s Broker-Agent Agreement.
2. Company agrees not to attempt to take, transfer, or otherwise steal Agent’s Business away from them while the Agent is an agent for the Company.
3. Company agrees that the Agent shall have the right to take Agent’s Business with them if for some reason the Company or Agent decide to no longer work together. Company agrees that Agent’s Business is solely owned by Agent and not any other entity. Company further agrees to protect Agent’s Business from Company’s own internal brokerage, or any other business entity the Company has complete or partial ownership of, in which it could steal, compete with, interfere with, or otherwise take away business from the Agent for 12 months from the date of written termination by either Party.
4. Both parties clearly agree that neither party shall do anything to jeopardize the business of the other party both during the duration of the Broker-Agent Agreement or after the termination of that agreement for the period of 12 months.
5. If this NDA is breached by either party, the party that is harmed shall be entitled to receive 1.5 (one and one-half times) the Gross Profit lost that was taken by the breaching party and reimbursement of all attorney’s fees and legal expenses. Venue for any legal action shall be in the State of the Agent’s choosing.

COMPANY: _____

AGENT: _____

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

DATE: _____