

# 360 Enhancers Corporation

16496 Bernardo Center Drive, San Diego, CA 92128  
Post Office Box 270761, San Diego, CA 92198  
Phone: 858-521-8501 Fax: 858-764-5443, Email: [info@360enhancers.com](mailto:info@360enhancers.com)

## Mutual Non-Circumvention, Non Disclosure & Confidentiality Agreement

**THIS AGREEMENT**, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 is for the Professional Association and Arrangement of Non-Circumvention, Non-Disclosure and Confidentiality among **360 Enhancers Corporation** and the following recipient(s):

Recipient: \_\_\_\_\_  
Print Name / Title / Company Name

Recipient: \_\_\_\_\_  
Print Name / Title / Company Name

Recipient: \_\_\_\_\_  
Print Name / Title / Company Name; hereinafter, called **"the Parties"**.

The undersigned Parties agree to respect the integrity and tangible value of THIS AGREEMENT among them.

THIS AGREEMENT is a perpetuating guarantee for five (5) years from this date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers, hereinafter called "contacts".

The Parties with this acknowledge, accept and agree that the identities of the contacts and certain confidential and proprietary information regarding their respective current and future real estate development, financials, creative, technical details and business affairs will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of THIS AGREEMENT.

**NOW, THEREFORE**, the Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, electronic transmission, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party by any means of communication.

The Parties also agree not to disclose, reveal, reproduce or make use of any information during discussion or observation regarding methods, concepts, business and technical ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without written consent of the introducing party or parties.

The Parties agree that at the request of any Disclosing Party to (a) promptly return any and all materials containing confidential information to the Disclosing Party; or (b) destroy such materials and certify, in writing, their destruction to the Disclosing Party. In this respect, all documents released by a Disclosing Party and containing confidential or proprietary information have to be marked "CONFIDENTIAL".

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The Parties agree that due to the many variables surrounding each Business-related Financial Transaction that will occur because of THIS AGREEMENT, the commission to be paid and/or the fee structure between the Parties can vary. A separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before all Business/Financial Transactions.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to double the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of THE AGREEMENT, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

The Parties will construe THIS AGREEMENT in accordance with the laws of the State of California. If any provision of THIS AGREEMENT is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect. THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment, or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto.

Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile copy of the Non-Circumvention, Non-Disclosure, and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into THIS AGREEMENT.

**IN WITNESS WHEREOF**, each party has caused THIS AGREEMENT to be executed as of the date first written above:

Accepted:

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

Vincent L. Coniglio, President, 360 Enhancers Corporation, 16496 Bernardo Center Drive, San Diego, CA 92128  
(858) 521-8501, Fax: (858) 764-5443

Accepted:

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

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