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Non-Disclosure Non-Circumvention & Fee Agreement

THIS CONFIDENTIALITY, INTELLECTUAL PROPERTY AND NON-DISCLOSURE NON-CIRCUMVENTION AGREEMENT (“Agreement”) is entered into this ____ Day of _____, 2006, by and between _____, **his Companies, Affiliates, Buyers, or Buyers Representatives**, (“Recipient”) and **Sky West Real Estate Services, LLC/Jeffrey Lowden** (“Disclosing Party”). Recipient and Disclosing Party are sometimes hereinafter individually referred to as the “Party” or collectively as the “Parties.”

WHEREAS, the Parties hereto desire to enter into discussions concerning Recipient’s potential _____. The Parties acknowledge that any information or data, whether printed, written, oral or electronically stored or reproduced and whether provided in response to specific inquiry or voluntarily provided (“Evaluation Materials”) is confidential, and that both intend that such information remain confidential;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. Recipient shall (a) use the Evaluation Materials solely for the purpose of determining whether they, or there Buyer, will enter into a relationship with Disclosing Party, or Disclosing Parties Seller; (b) not directly or indirectly market, promote or advertise any product or provide services for others that compete in any way with the Disclosing Party’s products or programs at any time; (c) show the Evaluation Materials or discuss the contents of same only with those individuals employed by the Recipient, as is necessary to the determination of whether the Parties will enter into a relationship; (d) prior to giving any of the Evaluation Materials to any such individuals, require that such individuals agree to maintain the confidentiality of the Evaluation Materials; (e) not disclose the fact that the Evaluation Materials have been made available to the Disclosing Party; and (f) return the Evaluation Materials along with any copies thereof to the Disclosing Party that supplied those Evaluation Materials upon its request.
2. Recipient irrevocably agrees not to circumvent, avoid, bypass, or obviate the Disclosing Party, directly or indirectly, in any transaction with any client, provider, vendor, partnership or individual, disclosed by the Disclosing Party to

the Receiving party, in connection with any project, sale (or potential sale), contract, agency, distributorships, marketing campaign or any other transaction involving any sale of products or services. Recipient is not allowed to talk with Disclosing party's contacts personally, only on calls where disclosing party is involved. Recipient will not contact Disclosing Party's clients after this deal, unless directly through Disclosing Party. This is very important to Disclosing Party, as this is how the Disclosing Party makes a living. Disclosing Party needs to be assured that integrity will be maintained for future business transactions.

3. If Recipient should elect to purchase the property, it will retain the services of Disclosing Party (Sky West) as exclusive representative and Disclosing Party will be paid a commission for doing so. Said commission will be negotiated during the Purchase & Sale Agreement to be prepared and be a part of any offer submitted by Disclosing Party on behalf of Recipient. Disclosing Party is a Broker in CA and NV. Disclosing Party has available for review certain information ("Confidential Information") concerning the property. ON behalf of the owner, Disclosing party by make such Confidential information available to the undersigned upon execution of this Agreement. This information is intended solely for use by the undersigned in considering whether to pursue negotiations to acquire the Property. This is neither an agreement to purchase the property nor an offer to sell until a formal binding agreement is entered into by both Buyer and Seller.
4. Confidential information contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by Disclosing Party, primarily from information supplied by the Owner or the Owner's Agent. It does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither the Broker, Disclosing Party, nor the Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, and no legal liability is to be assumed or implied with respect thereto.
5. This Agreement to maintain the confidentiality of the Evaluation Materials shall survive any termination of discussions and shall be binding upon the undersigned, their respective successors and assignees.
6. Recipient agrees that a breach of any material provision of this Agreement by them would result in irreparable harm to the Disclosing Party, that any remedy at law is inadequate, and accordingly, in the event of any breach or threatened breach of any material provision hereof by Recipient, Disclosing Party shall have the right to seek immediate injunctive relief in addition to any other remedies available at law or equity.
7. This Agreement shall be governed and construed in accordance with the laws of the State of California (where applicable for the transaction) without regard to its conflict of law provisions.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date first written above.

Please execute and return this agreement via fax to Sky West Real Estate Services, LLC at 213.382.9918. Fax and/or electronic signatures are acceptable and binding.

Signed and Dated:



**Recipient – Buyer, Buyers Rep, Assignee
&/or Nominee.**

**Disclosing Party – Sky West RE Services
Jeffrey Lowden, Broker**

Company _____

Address _____

City, St, Zip _____

Ph/Fax # _____