AGREEMENT
NON-DISCLOSURE, NON-CIRCUMVENTION, NON-COMPETITION

THIS DOCUMENT is designed to be GENERAL and include most of what's necessary – it must and will be edited for each situation.
*Change **BOLD UNDERLINED NAMES** to actual names, dropping the underlines*
Blue shows the labels for the Parties for easy editing to drop any party type,
such as "and Client" or "and Company"
Drop Signature blocks for in-applicable Parties
Change to all black and delete these notes after editing

This AGREEMENT ("Agreement") is effective as of the date provided below, by and between, **REPRESENTATIVE** of **REP COMPANY** ("Representative"), a contracted representative of **COMPANY** ("Company"), and **KENTON H JOHNSON** of **PROSPER SYSTEMS** ("Consultant") a contracted representative of **CLIENT** ("Client"), inclusively referred to as "Parties," regarding Company's Property or Project ("Project"),_____, (legal description _____) located at _____.

Consultant certifies that Client has contracted with Consultant and has requested information from Representative and Company for the purpose of evaluating a possible Collaboration on Project. Representative certifies that Company has contracted with and allows Representative to deliver information concerning the Project, much of which is highly confidential.

The Parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Consultant and Client will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity.
2. If any Party is a corporation, partnership, limited liability company, or other non-natural legal entity, the person signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Representative and Company, now or in the future, which is not readily available to the general public. Consultant and Client understand that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Company and Representative.
4. All Information shall be used for the sole purpose of Collaboration on this Project, and it shall not at any time or in any manner be used for any other purpose.
5. Consultant and Client will from time to time introduce potential buyers and/or funding sources (collectively the "Contact" or "Source") to the Representative for the purpose of funding or selling the Project. Representative and Company covenant not to circumvent Consultant, either directly or indirectly, with respect to any Contact/Source introduced to Representative and Company by the Consultant and Client.
6. **The Parties hereto agree that no Party, their principals, agents, representatives or employees shall contact, directly or indirectly, any persons concerning this Project other than through Representative or Consultant.**
7. Representative and Company intend to provide assistance as much as possible to the Consultant and Client. Representative and Company make no representation or warranty, expressed or implied, as to the accuracy or completeness of any information provided to Consultant and Client, who assume full and complete responsibility for investigation, confirmation and verification of all Information received and expressly waive all rights of recourse against Representative and Company with respect to the same.
8. **No Party will directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided, any customer or client of the other Party(s).**
9. **No Party will directly or indirectly solicit, induce or attempt to induce any employee of the other Party(s) to terminate his or her employment.**

Initials: _____ _____ _____ _____ _____ _____

10. The obligation of confidentiality, non-competition and non-circumvention undertaken pursuant to this Agreement shall survive this Agreement for a period of one year after the completion of Party interaction.
11. The Parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. It is agreed that if a Party violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Company. Therefore, Company will be entitled to seek injunctive relief (i.e., a court order that requires the violating Party to comply with this Agreement) to enforce the terms of this Agreement.
13. This Agreement shall be governed by the laws of the jurisdiction(s) in the offices of the defendant in any dispute.
14. This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
15. The persons signing below certify that they have the authority to bind the Party for whom they sign.

AGREED TO this ____ day of _____, 20__

By: ***COMPANY REPRESENTATIVE***

Title:

REP COMPANY*:*

Street Address:

City/ST/ZIP:

Tel:

Email:

AGREED TO this _____ day of _____, 20__

By: **KENTON H JOHNSON**

Title: Founding Member

PROSPER SYSTEMS

Street Address: 951 20th St, Suite 2051

City/ST/ZIP: Denver, CO 80202 USA

Tel: 302-536-8665

Email: Kenton@ProsperSystems.biz

AGREED TO this ____ day of _____, 20__

By:

Title:

COMPANY

Street Address:

City/ST/ZIP:

Tel:

Email:

AGREED TO this _____ day of _____, 20__

By:

Title:

CLIENT

Street Address:

City/ST/ZIP:

Tel:

Email: