

## **Non-Circumvention, Non-Disclosure, and Fee Agreement**

This Non-Circumvention, Non-Disclosure, and Fee Agreement ("Agreement") is made and entered into as of the date of the later signature below, by and between the undersigned parties (each a "Party" and collectively the "Parties").

### **Recitals**

- A. In connection with discussions and potential transactions (the "Transaction"), each Party may receive confidential and proprietary information of the other Party ("Confidential Information").
- B. The Parties wish to protect such Confidential Information, prevent circumvention, and set forth applicable fees.

### **Agreement**

#### **1. Confidentiality.**

- 1.1 Each Party agrees to hold all Confidential Information in strict confidence and to use it solely to evaluate and consummate the Transaction.
- 1.2 No Party shall disclose any Confidential Information to any third party without the prior written consent of the disclosing Party, except to its officers, directors, employees, agents or advisors ("Representatives") who need to know such information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.
- 1.3 Each Party shall take all reasonable measures to prevent unauthorized disclosure or use of Confidential Information and shall be responsible for any breach by its Representatives.
- 1.4 The obligations of confidentiality shall survive for two (2) years after the last disbursement under any funding arrangement related to the Transaction.

#### **2. Non-Circumvention.**

- 2.1 Each Party and its Representatives agree not to bypass, compete with, avoid, or circumvent the other Party regarding any Transaction or business opportunity introduced by the other Party, directly or indirectly.
- 2.2 All contacts, negotiations and dealings with any source, customer, or affiliate introduced by one Party shall be handled exclusively through that Party or its authorized Representative.

#### **3. Verification of Data.**

No Party or its Representative makes any warranty or representation as to the accuracy or completeness of any Confidential Information. Each Party shall independently verify all information and shall seek expert legal, tax, accounting, environmental, or other professional advice as needed.

#### **4. Dispute Resolution.**

- 4.1 In the event of any dispute or breach, the prevailing Party shall be entitled to injunctive relief and to recover reasonable attorneys' fees, costs, and expenses.
- 4.2 This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles.

#### **5. Interpretation.**

The Parties intend that the scope and enforcement of this Agreement be interpreted broadly to protect the disclosure and use of Confidential Information and prevent circumvention.

**6. Consulting Fees.**

6.1 Upon client execution of a lender approval, the borrower shall pay LEND, LLC an irrevocable consulting fee equal to one percent (1/2 a point) of the approved line of credit ("LOC") amount, due immediately upon client approval. This fee shall **not** appear in closing documents as credit.

6.2 For each approve asset on the LOC, the borrower shall pay a separate closing cost.  
(Fees run from 2.5% – 4%)

**7. Line of Credit: 100% Rehab Disbursements.**

7.1 The rehab LOC covers 100% of the approved renovation costs. Funds are disbursed in draws as work is completed.

7.2 Procedure for each draw:

- a. The borrower requests a draw upon completion of a work phase (e.g., demolition, rough plumbing and electrical).
- b. The borrower submits documentation, including photographs of the completed work.
- c. Upon approval, the lender wires the draw amount directly to the borrower.
- d. A flat draw fee of \$300 applies to each request.

7.3 Proof of contractor license and insurance may be required on a case-by-case basis.

**8. Investor Fees.**

Hard-money investor fees generally begin at four percent (4%) and vary based on lender risk assessment.

**9. Borrower Acknowledgment.**

By signing below, the borrower unconditionally and irrevocably acknowledges and agrees to the terms of this Agreement.

**Borrower Initials:** \_\_\_\_\_

**10. Entire Agreement.**

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, written or oral.

**11. Execution.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Company Information**

**Company Name:** \_\_\_\_\_

**Principal Name & Title:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Company Phone & Email:** \_\_\_\_\_

**Signatures**

**Borrower:**

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

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

Signature: \_\_\_\_\_

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

**Broker**

**LEND, LLC**

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

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

Signature: \_\_\_\_\_

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