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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made effective as of (the “**Effective Date**”), by and between Let Englewood Flip the Greater Englewood, nfp, (“**Owner**”), of Chicago, Illinois, and _____ (“**Recipient**”), of Chicago, Illinois.

1. PURPOSE The parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, trade secrets, business entity formation and structuring, and tax planning. In connection with these discussions, it may be necessary and/or desirable for the Company to provide the Recipient with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Company (collectively the "Confidential Information"). Therefore, the Recipient, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. The Company believes, and the Recipient hereby agrees, that the Company’s Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Recipient’s willingness to engage in the contemplated business discussions and planning. The Recipient agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

2. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data,

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product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Company to the Recipient orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Company, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly demonstrated to be:

a. Generally known or available to the public, through no act or omission on the part of the receiving party; or

b. Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

3. OBLIGATION OF CONFIDENTIALITY. The Recipient agrees that when receipt of any Confidential Information has occurred:

a. The Recipient shall not disclose or communicate Confidential Information to any third party, except as herein provided. Recipient shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Recipient uses for its most crucial proprietary and trade secret information.

b. Recipient shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.

c. The Company shall permit access to its Confidential Information to the Recipient's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Recipient evaluating, contemplating, recommending, or engaging in any program or

service offered by the Company or for the purpose of entering into a business relationship with the Company, and only if said agents, employees, or third parties:

1. Reasonably require access to the Confidential Information for purposes approved by this Agreement, and

2. Have been apprized of this Agreement and the Recipient's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

4. OBLIGATION OF NON-COMPETITION. The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Recipient agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

5. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. If any Realtor, Broker, Agent, Contractor should solicit students outside of this class for personal or financial favors, this will be grounds for immediate dismissal. Realtors are only requested to sell students properties once the properties are renovated and it must be sold within 30 days of renovation. Any realtor that sells a property lower than what the market will bear will not be considered for any future deals and we will have the property relisted with a realtor that will sell the property based on what the market will command. Realtors must only sell Retail Properties that belong to our students and are not asked to sell any wholesale properties to our students. The only party selling wholesale properties to our students will be Wholesalers that we are contracted to work with. Realtors are not permitted to take our students to financial institutions other than our own. We do not make any money on the Fix and Flip classes. We only make money on Wholesaling and Funding.

6. NON-CIRCUMVENTION. For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise,

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without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

The Recipient hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of profits, fees or otherwise, without the specific written approval of the Company.

7. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

8. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

9. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

10. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights

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and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

11. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

12. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

13. TERM. The obligations of this Agreement shall survive until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

14. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Illinois. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

15. SIGNATORIES. This Agreement shall be executed by _____ and delivered in the manner prescribed by law as of the date first written above.

OWNER:

By: _____

RECIPIENT:

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By: _____

By: _____