



# CONFIDENTIALITY, NON-COMPETE, AND NON-CIRCUMVENTION AGREEMENT

*(Invest 200 Sober Homes LLC)*

**This Agreement** ("Agreement") is made effective as of \_\_\_\_\_  
(the "Effective Date") by and between:

- **Invest 200 Sober Homes LLC**, a Massachusetts limited liability company (the "Company"),
- and
- The undersigned individual or entity ("Recipient").

## Confidential Information

**Confidential Information** shall include, but is not limited to:

- Business plans, investment strategies, target markets, financial models, offering documents (e.g., PPM, Subscription Agreements);
- Property acquisition strategies;
- Investor lists, potential partner contacts, sources of capital;
- Operational procedures, profit-sharing models (e.g., sober home partnership with Middlesex Transitions LLC);
- Any non-public information related to the Company's business.

## Non-Disclosure

Recipient agrees:

- (a) To maintain the Confidential Information in strict confidence.
- (b) To use the Confidential Information solely for evaluating an investment or partnership with the Company.
- (c) Not to disclose any Confidential Information to any third party without prior written consent.
- (d) To protect the Confidential Information with the same degree of care as it uses for its own confidential information, but not less than reasonable care.

*Invest 200 Sober Homes LLC*

[Info@Invest200.com](mailto:Info@Invest200.com)

781.367.8210.

[www.Invest200.com](http://www.Invest200.com)



## Non-Compete

Recipient agrees that for a period of **three (3) years** from the Effective Date:

- (a) Recipient shall not, directly or indirectly, develop, operate, or invest in a **competing sober home real estate platform** within the United States.
- (b) Recipient shall not use the Company's business model, strategies, or information to compete against the Company.
- (c) Passive investments in unrelated real estate projects are not restricted.

## Non-Circumvention

Recipient agrees:

- (a) Not to circumvent the Company by directly or indirectly contacting, soliciting, or working with the Company's known or introduced:
  - Investors,
  - Property owners,
  - Brokers,
  - Strategic partners,
  - Operators (including but not limited to Middlesex Transitions LLC), without the prior written consent of the Company.
- (b) Any transaction initiated by Recipient in violation of this clause will entitle the Company to damages equal to the greater of:
  - The total amount of fees or profits lost by the Company, or
  - \$250,000 USD as liquidated damages.

## Exclusions

Confidential Information does not include information that:

- (a) Is publicly known through no fault of Recipient.
- (b) Is rightfully received from a third party without duty of confidentiality.
- (c) Is independently developed without use of Confidential Information.

## Remedies

- The Recipient acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate.
- The Company shall be entitled to seek injunctive relief, equitable remedies, and monetary damages without the need to post a bond.

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## Governing Law

- This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- Any dispute shall be resolved by binding arbitration in Boston, Massachusetts.

## Term

- This Agreement shall remain in effect for **three (3) years** from the Effective Date, unless otherwise extended in writing.

## Miscellaneous

- (a) No waiver of any breach shall be deemed a waiver of any subsequent breach.
- (b) This Agreement may be executed electronically and in counterparts.
- (c) If any part of this Agreement is found invalid, the remainder shall remain enforceable.

## Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**Invest 200 Sober Homes LLC**

By: \_\_\_\_\_

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

Title: Managing Member

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

**Recipient (Potential Investor/Partner)**

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

Company: \_\_\_\_\_

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

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

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