

CONFIDENTIALITY, NON-COMPETE, AND NON-CIRCUMVENTION AGREEMENT

Invest200 Capital Management LLC

Info@Invest200.com | 617-888-9706 | www.Invest200Capital.com

This Agreement (“Agreement”) is made effective as of _____ (the “Effective Date”) by and between:

- **Invest200 Capital Management LLC**, a Delaware limited liability company (the “Company”), and
 - The undersigned individual or entity (“Recipient”).
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1. 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, partner contacts, sources of capital;
 - Operational procedures, governance models, compensation structures;
 - Any non-public information related to the Company’s business, affiliates, or managed funds (including Invest 200 Sober Homes LLC).
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2. 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 Confidential Information to any third party without prior written consent.
 - (d) To protect the Confidential Information with at least the same degree of care used for its own confidential information, but not less than reasonable care.
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3. Non-Compete

Recipient agrees that for three (3) years from the Effective Date:

- (a) Recipient shall not directly or indirectly develop, operate, or invest in a competing real estate fund or capital management platform focused on sober homes or recovery housing 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 projects are not restricted.
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4. 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, without the Company's prior written consent.
 - (b) Any transaction initiated 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.
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5. Exclusions

Confidential Information does not include information that:

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

- Breach of this Agreement may cause irreparable harm for which monetary damages are inadequate.
 - The Company shall be entitled to injunctive relief, equitable remedies, and monetary damages without the need to post a bond.
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7. 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.
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8. Term

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

9. 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.
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Signatures

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

Invest200 Capital Management LLC

By: _____

Name: _____

Title: Managing Member/Managing Partner

Date: _____

Recipient (Potential Investor/Partner)

Name: _____

Company: _____

Title: _____

Signature: _____

Date: _____