

BUYER REGISTRATION & CONFIDENTIALITY AGREEMENT

Fax back to 903-793-3094

Property Name: _____ **Property City:** _____

Prospect Name: _____

Prospect Address: _____

Prospect City, State, Zip: _____

Prospect Phone: _____

Prospect Email Address: (please print clearly) _____ @ _____

Listing Broker: NAI American Realty, 2603 Texas Blvd., Suite 101, Texarkana, Texas 75503

Prospect, as identified above is interested in the above named Property and has engaged NAI American Realty as the Broker for this transaction.

It is further agreed that information on the Property described above has been or will be delivered and supplied by the Listing Broker to the Prospect. Prospect agrees that its contents are of a confidential nature, that you will hold and treat it in the strictest confidence, and that you will not disclose, discuss, duplicate, reproduce, share, make aware or in any fashion divulge, directly or indirectly, any of its contents to any other entity or person other than that mentioned above without the prior written authorization of NAI American Realty Company. PHOTOCOPYING OR OTHER DUPLICATION IS STRICTLY PROHIBITED.

Prospect represents that it has or will continue to rely only upon information related to the Property (written or oral) supplied and delivered by the Listing Broker. Upon review of any delivered information package, if you no longer have any further interest or you do not wish to pursue negotiations leading to this acquisition, please return all information in its original form to NAI American Realty Co.

Prospect agrees that all inspection appointments and contact with the Seller(s) will be made through NAI American Realty Company. DO NOT CONTACT OR DISCUSS ANY POTENTIAL SALE WITH THE ON-SITE STAFF.

Prospect Acknowledgement

PROSPECT'S SIGNATURE DATE

We have received this Buyer Registration and Confidentiality Agreement and accept the registration of Prospect listed above.

NAI American Realty Co. DATE

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

THIS AGREEMENT is made by and between _____
("Consultant") and _____ ("Recipient"), on this _____20__, to confirm the terms of the parties' respective present and continuing obligations.

WHEREAS, during Recipient's access to _____ ("Company") through Consultant, it will receive and have access to confidential information which is a highly valuable and unique asset of Consultant and Company, and the disclosure by Recipient of any such confidential information contrary to this agreement would cause permanent, incalculable and irreparable injury and damage to Consultant and Company.

WHEREAS, Recipient will also receive specialized knowledge about Company, at considerable time and expense to Consultant and Company, and will in such capacity possess the good will of Consultant and Company and this agreement is necessary to protect Consultant and Company against unfair loss of said good will;

WHEREAS, Company has over many years invested substantial time, effort and expense in developing methodologies that are unique to its business and which are shared with only a limited number of people;

NOW THEREFORE, in consideration of the above, the promises contained in this agreement and Recipient's access to Company through Consultant, the parties agree as follows:

1. Parties:

A. Recipient means _____, all of its past, present, and future employees, successors and assigns and any of its present or future subsidiaries or organizations controlled by it, controlling it or under common control with it.

B. Consultant means _____, all of its past, present, and future employees, successors and assigns and any of its present or future subsidiaries or organizations controlled by it, controlling it or under common control with it.

C. Company means _____, all of its past, present, and future employees, successors and assigns and any of its present or future subsidiaries or organizations controlled by it, controlling it or under common control with it.

2. Non-Disclosure/Confidentiality: The phrase "Confidential Information" means information disclosed to or known by Recipient as a consequence of or through its

subcontract with Consultant which is not generally known outside of Company and that is in fact confidential and relating to the business of Company including but not limited to:

- A. The business, conduct, or operations of Company or any of its clients or customers, including but not limited to any financial or personnel matters or information of or pertaining to Company, and/or any of its clients or customers;
- B. Employee lists, employee identities, employee personal information and any other information relating to Company's employees or services;
- C. Any proprietary products of any nature designed, developed or owned by Company;
- D. Any of Company's methods or ways of doing business, including but not limited to the design, development, sale, use or marketing of Company products or services;
- E. The existence or betterment of, or possible new uses or applications for, any such products or services;
- F. Any of Company client or customer lists, pricing information, or policies.

Unless instructed or authorized in writing by an executive officer of Consultant or Company, Recipient agrees not to use, publish or divulge to any unauthorized person any such confidential information during and after the period of its access to Company, and agrees that it will forever keep secret, confidential and inviolate and never disclose, either during or after its access to Company, Recipient will ask an executive officer of Consultant or Company in writing, whether Company considers the information or documents to constitute confidential information.

Upon termination of the access to Company, for any reason. Recipient shall promptly return to Consultant any and all notes, plans, computer software or other electronic media, recordings or records, customer lists or other records, employee lists, employee records, employee information, price sheets, reports, proposals, tools, financial information, technical information and any reproductions or copies thereof, which relate in any way to Company or any clients⁷ or customers' operations, business assets, employee files or records, or any of the foregoing items covered by this paragraph.

3. **Non-Solicitation:** Recipient acknowledges that each of the provisions of this Agreement are reasonable and necessary to preserve the legitimate business interests of Company, its present and potential business activities, and the economic benefits derived therefrom. Recipient agrees and acknowledges:

- A. That the relationship between Company and its clients and customers

are of a near permanent nature and that the information to which Company had, has and will have access to is of a confidential and proprietary nature, and is significant and valuable to Company.

B. That because of Company's valuable interest in its client and customer relationships, both during Recipient's access to Company, and for a period of one (1) year following the termination of Recipient's access to Company (for any reason), Recipient will not, either directly or indirectly, on behalf of any person or entity offering any product or service which competes with a product or service offered by Company, solicit, service or attempt to service, have contact with, or divert or attempt to divert any entity which, as of the time of the termination of Recipient's access to Company or at any time during the six-month period immediately preceding such termination, was or is a client or customer of Company, or a prospective client or customer with which Company had proposed or was in the process of proposing to do business, either orally or in writing.

C. That in order to protect Company's relationships with its employees, both during Recipient's access to Company, and for a period of one (1) year following the termination of such subcontract. Recipient will not (a) encourage or have contact with any of Company's employees, either directly or indirectly, for the purpose of encouraging them to end their employment with Company and/or to join Recipient or any other person or entity as a partner, agent, employee, joint venturer or otherwise in a business entity or venture or any other business relationship which is or would be in competition with or detrimental to the business interest of Company, or (b) employ and/ or allow any employee of Company to join Recipient as a partner, agent, member, joint venturer, or otherwise in a business entity or venture or any other business relationship which is or would be in competition with or detrimental to the business interests of Company.

In the event Consultant or Company seeks and obtains enforcement of the provisions of this section of this agreement in a court of competent jurisdiction, the period of time specified in this section shall be extended by the period Recipient was in violation of this section.

4. Injunctive Relief: Recipient acknowledges that a breach of any of the covenants contained in this agreement would cause irreparable harm to Company business and that monetary damages would be difficult or impossible to ascertain and may not afford an adequate remedy. Therefore, in the event of any such breach, or threatened breach, in addition or any other remedies that may be available under the law. Consultant and Company shall have the right to specific performance of the covenants herein contained by way of temporary and/or permanent injunctive relief.

Nothing in this agreement shall be construed as prohibiting Consultant and Company pursuing any other remedies, and pursuit of one or more remedies or forms of

relief shall not preclude Consultant and Company from pursuing any other remedies or forms of relief. The waiver by Consultant or Company of a breach by Recipient of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach by Recipient.

5. **Advance Notice of Prospective Contract:** Recipient agrees that following the termination of Recipient's access to Company, prior to accepting contract work with, or agreeing to perform services for, any entity that competes with Company, it will notify Consultant and Company in writing of Recipient's intentions so as to provide Consultant and Company with the opportunity to assess whether Recipient's contract or performance may potentially violate any provisions of this agreement.
6. **Attorney's Fees and Costs:** Recipient and Consultant agree that Consultant receives compensation for assisting the parties with their communications and the compensation is consideration for Consultant entering into this Agreement. Should any court decide that this Agreement or any portion of it is unenforceable for any reason, Recipient agrees that Consultant is entitled to its compensation as a result of this Agreement, that Company may seek such restitution from Recipient in any court with proper jurisdiction under the equitable doctrine of assumpsit or any other applicable legal or equitable doctrine, that Recipient will not challenge Company's right to said restitution in any way, and that Recipient shall pay any costs and attorney's fees Company incurs, if any, associated with the collection of said restitution.
7. **Amendments.** All changes to this Agreement must be made in writing and agreed by all parties.
8. **Construction.** Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.
9. **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.
10. **Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural, and the masculine gender shall include the feminine or the neuter.
11. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
12. **Integrated Agreement.** This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided.

13. Joint Drafting: This agreement is to be deemed to have been prepared jointly by the parties, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any one party as the drafter.

14. Law Governing. This Agreement shall be governed by and construed under the laws of the State of Arkansas. The parties agree that the venue for any action in a court of law shall be a court of competent jurisdiction in the Benton County, Arkansas.

15. Remedies. If any party to this Agreement obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the Court shall be included in such judgment. No remedy conferred upon the parties to this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver by the parties of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by the parties after any such breach shall be deemed to be a waiver of any breach of this Agreement, whether or not such party knows of such breach at the time it accepts such payment or performance. If a party has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of such party for any reason or no reason. No failure or delay on the part of the parties to exercise any right they may have shall prevent the exercise thereof by such parties at any time such other may continue to be so in default, and no such failure or delay shall operate as a waiver of any default.

16. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any Person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

17. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns.

18. Third Party Beneficiaries. This Agreement is intended or shall be construed to be for the benefit of the Company.

19. Warranty. Wherever in this Agreement it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express agreement to make such payment or to perform or not to perform, as the case may be, such act or obligation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

RECIPIENT:

CONSULTANT:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date:

Date: