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## **NON-DISCLOSURE/NON-CIRCUMVENTION AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between

**Massimo Massa, Virtual Wings** whose address is **P.O. Box 2300 Fountain Gate, Victoria 3805**

**Australia**, ([info@virtualwings.com.au](mailto:info@virtualwings.com.au)) and \_\_\_\_\_

whose address is \_\_\_\_\_,

hereinafter collectively referred to as the "PARTY or PARTIES."

The PARTIES include any entity or person that is currently or in the future associated with the PARTIES. This agreement is a reciprocal one between the PARTIES and is binding upon them and their heirs, assigns, and successors.

1. It is agreed that the identity of any source, lender, investor, broker, and/or client introduced by either of the PARTIES to the other is the property of the introducing signatory unless the other signatory proves that they have had prior, documented business involvement with said contact.
2. Non-Circumvention. Each Party agrees not to enter into business relations with the other Party's referrals of financing sources or clients or with third parties concerning said referrals without providing for the Compensation of the other Party. Compensation will be based on the Parties' usual fees.
3. The PARTIES hereby agree to hold in confidence and not disclose in any manner whatsoever, any of the confidential, proprietary information, including the names, phone numbers, etc. of any source, lender, investor, broker, and/or client that the PARTIES introduce to each other.
4. Neither PARTY will disclose any Confidential Information of the other PARTY to third parties except those individuals who are required to have the information in order to carry out the discussions of the contemplated business.
5. Each PARTY has had or will have those individuals and entities to whom Confidential Information of the other PARTY is disclosed or who have access to Confidential Information of the other PARTY sign a Non-Disclosure Agreement in content substantially similar to this.
6. Each PARTY agrees to notify the other PARTY in writing of any misuse or misappropriation of such Confidential Information of the other PARTY that may come to its attention.
7. If it is determined that any of the PARTIES has violated this agreement, the PARTY in violation Agrees to reimburse the other PARTY, its assignee, or designee the full amount it would have received had it been involved with the transaction, plus court costs and attorney's fees deemed fair by the court. This agreement will be governed and construed in accordance with the laws of the State of Victoria, Australia.

8. This agreement contains the entire agreement and understanding concerning the subject matter here of and supersedes and replaces all prior negotiations and proposed agreements, written or oral. In the event that any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby. Neither of the Parties may alter, amend, nor modify this agreement except by an instrument in writing signed by either Party, or their duly authorized representatives.
9. By signatures of the above Parties, we confirm that we have full authority to execute this agreement and obligate any company, firm, corporation, partnership, organization, individual, and/or entity referenced herein. Signed facsimile transmissions and "signed" email transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document:

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

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

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

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

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

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

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

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

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

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

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

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