



We Network the Globe!

WynnDcorp
Real Estate, Business Marketing
PO Box 461, Maggie Valley, NC 28751
Phone 1-828-926-5060 ... Fax 1-770-783-8358

E-mail – broker@wynndcorp.com
NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

The undersigned Principal, Broker or Representative agree to treat confidential all names of any property, corporation, organization, individuals introduced by Broker(s), or Representative.

WynnDcorp employees, Brokers and Associate Brokers hereby acknowledge treating information regarding Principals in a confidential manner. Principal's identity will only be released to the other Principal or their Broker / Representative.

The undersigned agree not to disclose or discuss materials released through WynnDcorp to any others except materials may be disclosed to Buyer's directors, officers, employees, agents, advisors who need for evaluation of the transaction. Principal(s) / Broker / Representative further agree not to disclose any information learned about the businesses to any third party, including employees of subject business, customers, suppliers or other prospective buyers. The information and/or records about these businesses obtained by the undersigned are confidential and shall not be used by you for competitive use in any business, present or future.

It is understood that information disclosed to others could cause a loss of business, and or create injury to employee/employer relationship. Buyer may consult with his attorney, accountant, or financial or other advisor concerning information/records, subject to this agreement, without causing a breach to this agreement.

The undersigned agrees that WynnDcorp or its agent, in bringing BROKER(S), PRINCIPALS(s) or REPRESENTATIVE(s) together, has fulfilled its primary brokerage function and that buyer (s) agrees to hold WynnDcorp, its agents, and attorneys harmless from any liability arising out of the sale of businesses discussed with BUYER.

The undersigned (IF BUYER) understands that they are not directly responsible for the Broker's commission unless otherwise agreed to in a Separate agreement. However should the undersigned release any information about the businesses, and the sale is succeeded and closed without the WynnDcorp, the undersigned agrees to pay as a consideration to WynnDcorp an amount equal to the actual commission due BROKER. This paragraph shall remain in force for a period of seven hundred thirty (730) days.

The undersigned, Broker, Buyer, Seller, Representative or all, herein acknowledge WynnDcorp Realty is credited with introducing property(s), Principal(s) and or their Broker / Representative, to the other Principal(s) and or their Broker / Representative.

Website: www.wynndcorprealty.com Email: info@WynnDcorp.com
Fax: 770-783-8358

1780 Setzer Cove Road, Maggie Valley, NC 28751

Professional Affiliations: National Association Realtors – North Carolina Association Realtors
Haywood County Board of Realtors – Haywood County MLS – Resort & Recreational Specialist
Worldwide Recreation & Resort Sales Council – Real Estate Cyberspace Society – REBAC



In the event of further transactions between Principals / Brokers / Representatives all agree to work through WynnDcorp for each transaction.

The undersigned Buyer, Broker, Representative, or all as applicable agree to fully disclose to WynnDcorp any transaction, negotiations or discussions with seller, their broker or other representatives.

The undersigned or their representative further agrees, promise and pledge that neither it nor any principals, officers, agents or buyer customers/clients shall circumvent and shall not make any contact directly or indirectly, or attempt to otherwise deal with any sources being revealed by Broker without the expressed permission of WynnDcorp. Should any circumvention or contact be made with the source revealed by WynnDcorp and should this contact or circumvention result in a sale, merger or exchange of the business property in question, the undersigned agrees to pay as consideration an amount equal to the actual commission due WynnDcorp.

The undersigned understands and agrees this may be an on going business and word of its availability would be cause for severe economic loss to the sellers. And, shall not disclose to any third party any or all of the confidential information disclosed, nor shall use such information for any purpose other than to evaluate the property and / or business. Furthermore they will not ask, nor cause anyone in their control to ask, questions of employees or vendors of the owner(s) of the property / business.

The undersigned will not visit the site without confirmed appointment through WynnDcorp unless it is to do business in such a way that has nothing to do with the possible purchase of the property / business and then shall not otherwise question any employees, agents, vendors of the property / business owner during said visits.

The undersigned and their representatives agree they will not at any time discuss affairs of the business or property with any Seller's staff member, employees or Vendors without the expressed approval of Seller, or unless in the presence of the Seller, or their appointed representative(s) and with Seller's approval.

This agreement shall bind the parties, employees, associates, and their heirs, successors and assigns. To the extent allowed by law, the undersigned waives all defenses in law or equity arising from the undersigned breach of this agreement.

This document cannot be revoked or amended except by written agreement by all parties. Brokers are responsible for their Buyer to strictly adhere to this agreement and its terms and content.

Please accept our most sincere appreciation for your selection of our brokerage services. The transaction that you are contemplating will naturally involve a variety of financial statements and legal documents that bear significantly on your decision. Our firm does not intend to represent that any of the financial statements or any other material or information supplied by the SELLER or its agent have been inspected, verified or approved by us. It is because we recognize the significance of this data that we recommend an independent certified audit by an accountant of your choice. In addition for your protection, we request that your legal counsel be available to assist you with the transaction. Further, no representation as to the condition of any structure, fixture or system is implied. WynnDcorp makes no inspections or due diligence on behalf of Buyer(s). It is requested that certified or licensed inspectors or engineers be employed to ascertain the condition of such

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structure, fixture or system. This agreement shall be binding for: All properties introduced to this Buyer or Broker by WynnDcorp.

AGREED TO AND ACCEPTED:

WynnDcorp, 1780 Setzer Cove Rd, PO Box 461, Maggie Valley, NC 28751
WynnDcorp Broker / Agent: - David Wynn, RRS, RECS, ABR, Broker.

Broker / Representative: ----- **Date:** -----

Phone #: -----

Address: ----- City: -----

State: ----- Zip: -----

Company: -----

Phone: ----- Fax: -----

Email: -----

Broker signature: -----



Buyer/ Representative: ----- **Date:** -----

Phone #: ----- Fax: -----

Address: ----- City: -----

State: ----- Zip: -----

Company: -----

Phone: ----- Fax: -----

Email: -----

Buyer signature if direct from Buyer: -----

Property(s) of interest if applicable:

Buyer: If no compensation is available from Selling side at Closing are you willing to compensate WynnDcorp Realty: Yes _____ No _____ If you answer NO we will skip that property, and you in accepting this agreement agree you will not go around WynnDcorp Realty will not purchase said property, unless you enter into a commission agreement with WynnDcorp Realty.

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