

# Mutual Non-Disclosure Instructions

Before we get to far in our conversation let's make sure that we've agreed to **keep our conversations just between us**. This Mutual Non-Disclosure Agreement is pretty commonplace and assures us both that *What You Tell Me Stays With Me*, and *What I Tell You Stays With You*. Along the way I might send you documents, checklists and other proprietary stuff, and you might be sending me PMA's, Leases, handbooks, financial records and other very private records. We both need to be assured that *These Materials Will Be Kept Confidential*.

## Steps to Complete this document:

**Item #1.** Type your company name, just as it is with the Secretary of State (and your real estate commission). Be sure to add the Inc, Corp, LLC or other entity tag at the end to identify the type of company it is.

**Item #2.** Retype the company name above the signature line on page 3.

**Item #3.** Type the persons name that is executing the document ... the person authorized by the company to execute service agreements for the company.

**Item #4.** Add the 'title' of the one that is executing the agreement, ie, Pres, Secretary, Manager, Managing Member, Trustee, CEO, Broker, **whatever title** your company has given you, **authorizing you to execute documents on behalf of the company**.

5. Print the document

6. Execute the document on the last page

7. Scan to [denise@crowinvestorinstitute.com](mailto:denise@crowinvestorinstitute.com) or fax to 888-329-8329

After you've completed this, go to the link listed below and complete the questionnaire on the right side. This will prevent us from wasting time answering basic questions like *What Software Do You Use, How Many Properties Do You Manage* and so on.

<https://www.trainingpropertymanagers.com/consulting/>

# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made between Crown Investor Institute, LLC (hereinafter “**Crown**”) and \_\_\_\_\_ (hereinafter “**Company**”). Crown and Company are referred to collectively as the “**Parties**” and individually as a “**Party**”.

In connection with preliminary discussions regarding the possibility of Crown performing consulting services for Company (“**Consulting Services**”), each Party will disclose certain of its Confidential Information (defined below) to the other Party. Each Party desires to protect its Confidential Information and will only disclose its Confidential Information to the other Party as long as the other Party agrees to use and protect the Confidential Information of Disclosing Party (as defined below) in accordance with the terms of this Agreement and to otherwise be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Confidential Information.**

(a) Each Party will (i) hold the Confidential Information of the other Party (“**Disclosing Party**”) in utmost trust and strictest confidence, (ii) not use the Confidential Information of Disclosing Party for the other Party’s (“**Receiving Party**”) own benefit or for the benefit of any third party, and (iii) not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information of Disclosing Party except as provided in this Agreement. Each Party’s obligations under this Section 1(a) as it relates to the Confidential Information that is a trade secret under the Georgia Trade Secrets Act of 1990 (the “**Act**”) will apply as long as the Confidential Information remains a trade secret under the Act, and each Party’s obligations under this Section 1(a) as it relates to the Confidential Information that does not constitute a trade secrets under the Act will apply for as long as such Confidential Information remains confidential. All Confidential Information will be used solely related to the Consulting Services and will not at any time, or in any manner, be utilized for any other purpose.

(b) The Confidential Information includes, but is not limited to, products, technology, sales, marketing, or business plans or strategies, product development information, intellectual property, forms, owner/tenant/employee handbooks, checklists, manuals, formulas, software, technical know-how, industry knowledge, and any other financial, sales, marketing, technical, strategic, management agreements, leases, housekeeping documents, qualifying guidelines, CYA documents, policy and procedures manuals, or product information related to Disclosing Party. Confidential Information also includes information which Disclosing Party obtains from another party which Disclosing Party treats as confidential or which is protected from disclosure by an agreement between Disclosing Party and the other party.

(c) Receiving Party may disclose the Confidential Information of Disclosing Party to Receiving Party’s directors, officers, and employees (collectively, “**Representatives**”), in each case only on a “*need to know*” basis, provided that each such Representative is first made aware of the existence of this Agreement and Receiving Party’s obligations under this Agreement.

(d) Notwithstanding anything in this Section 1 to the contrary, Confidential Information shall not include any information which: (i) is, or becomes, public knowledge through no act or failure of Receiving Party or its Representative, (ii) is publicly disclosed by Disclosing Party, (iii) is lawfully obtained without obligations of confidentiality by Receiving Party from a third party after reasonable

inquiry regarding the authority of such third party to possess and divulge the same, (iv) is independently developed by Receiving Party from sources, or through persons, that Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party, or (v) is lawfully known by Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by Disclosing Party.

(e) In the event that Receiving Party or any of its Representatives are requested or required by law, regulation or legal process including deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process to disclose any of Disclosing Party's Confidential Information, or information contained therein, Receiving Party shall, to the extent practicable, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from Disclosing Party, Receiving Party or any of its Representatives are nonetheless, upon the reasonable advice of Receiving Party's counsel, legally compelled to disclose Disclosing Party's Confidential Information, Receiving Party or its Representatives may, without liability hereunder, disclose only that portion of Disclosing Party's Confidential Information which such counsel reasonably advises is legally required to be disclosed in order to comply with the applicable request or requirement, provided that Receiving Party exercises its reasonable efforts to preserve the confidentiality of Disclosing Party's Confidential Information, including, without limitation, by cooperating with Disclosing Party (at Disclosing Party's sole expense) to obtain any appropriate protective order or other reliable assurance that confidential treatment will be accorded Disclosing Party's Confidential Information.

2. **Return of Confidential Information.** Upon the conclusion of Crown performing the Consulting Services, or as otherwise requested by Disclosing Party in writing, Receiving Party will immediately deliver to Disclosing Party (or destroy) all documents or other materials disclosed to Receiving Party constituting Confidential Information, together with all notes, abstracts, memoranda, or other documents and electronically stored information prepared by Receiving Party which contain Confidential Information or any discussion thereof, and destroy materials generated by Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material. Time is of the essence of this Agreement.

3. **Remedies.** Each Party acknowledges that (i) if the other Party had not agreed to be bound by the terms and conditions contained in this Agreement, the Party would not make the disclosures contemplated herein, (ii) each of the covenants is reasonable and necessary to protect the business, interests and properties of Disclosing Party, and (iii) Disclosing Party would suffer irreparable damage in the event of any breach of this Agreement. Accordingly, if a Party breaches, has breached, or threatens to breach this Agreement, the other Party will be entitled to: (i) temporary, preliminary and final injunctive relief, (ii) any other applicable remedies at law or in equity, against the breaching Party, and (iii) recover from the breaching Party all costs and attorneys' fees incurred to enforce the terms of this Agreement. The existence of any claim of the breaching Party against the other Party will not constitute a defense to the enforcement by the other Party of the covenants and agreements contained in this Agreement.

4. **Miscellaneous.**

(a) It is the intention of the Parties that the laws of the State of Georgia will govern the validity of the Agreement, without regards to its or any other jurisdictions' conflict of laws principles, and the Superior Court of Fulton County, Georgia, will be the sole and exclusive jurisdiction and venue for all disputes between the Parties. Each Party waives any objections or defenses to jurisdiction or venue in any proceeding before such court.

(b) It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible. Accordingly, if any portion(s) of this Agreement shall be adjudicated to be invalid or unenforceable as written, such portion(s) shall be modified to the extent necessary to be valid or enforceable. Such modification shall not affect the remaining provisions of this Agreement. To the extent any portion(s) of this Agreement found invalid or unenforceable cannot be modified to be made valid or enforceable, then the Agreement shall be construed as if that portion(s) was deleted, and all remaining terms and provisions shall be enforceable in law or equity in accordance with their terms.

(c) In the event the enforceability of any of the terms of this Agreement shall be challenged in a court of competent jurisdiction and the Party challenging the enforceability is not enjoined from breaching any of the terms, then if a court of competent jurisdiction finds that the challenged term(s) is enforceable, the time periods set forth herein shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of this Agreement until the dispute is finally resolved and all periods of appeal have expired.

(d) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. Facsimile and electronic signatures will be recognized as original signatures for all purposes.

(e) This Agreement was negotiated fairly between the Parties at arm's length and the final terms of this Agreement are the product of the Parties' negotiations and therefore should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision(s).

(f) This Agreement constitutes the sole and entire understanding among the Parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by all Parties.

(g) This Agreement may not be assigned by Receiving Party without the express written consent of Disclosing Party, which consent may be withheld for any reason or no reason at all.

(h) The Parties hereby certify that (i) the promises and agreements contained in this Agreement have been duly considered and approved by the respective Parties, (ii) that individuals executing this Agreement below have been duly qualified and authorized for such execution with full power to bind the respective Party, and that (iii) the signatures below are genuine signatures.

(i) Receiving Party will indemnify and hold harmless Disclosing Party for any loss, damage, or expense, including costs and reasonable attorneys' fees and expert fees that Disclosing Party suffers or incurs because of the breach of this Agreement by Receiving Party or due to any disclosure by a Representative of Receiving Party of Disclosing Party's Confidential Information.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative under seal and agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**CROWN INVESTOR INSTITUTE, LLC**      **COMPANY:** \_\_\_\_\_

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

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

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