

CONFIDENTIALTY AND NON-CIRCUMVENTION AGREEMENT

This Confidentiality and Non-Circumvention Agreement (“**Agreement**”) is entered into as of the date signed below (“**Effective Date**”) by and between the following parties Alex Iskenderian, Owner/Realtor of Berkshire Hathaway HS Hawai'i Island Properties (“**Discloser**”) and party named below (“**Recipient**”) on the other. As more fully described below, the Discloser will disclose to the Recipient the address and other details of the Property (“**Subject Property**”). The subject Property may not be Available on the open market and is considered an Off-Market Pocket Listing. In consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree as follows:

**1. PROPRIETARY INFORMATION**

“**Proprietary Information**” means any and all information and material disclosed or made available by Discloser to Recipient (after the signing of this Agreement, and whether in writing, or in oral, graphic, electronic or any other form).

**2. NON DISCLOSURE AND LIMITED USE.**

**Recipient shall not visit the property, step on the premises or stand in front of the property without scheduling such a visit with Discloser and have Discloser’s permission.** Recipient shall hold all Property Information, including but not limited to the identity of the potential Seller, address of the subject property, price the property is offered for lease and or sale, in strict confidence and shall not disclose any Proprietary Information to any third party. Recipient shall only disclose the Proprietary Information to its partner(s) and Buyer(s) after providing Discloser with the name(s) of the Recipients partner(s) and Buyer(s). Recipient shall not use any Propriety Information for the benefit of itself or any third party. Recipient shall not disclose the existence or substance of the discussions between the parties or any terms of this Agreement or any related agreement between the parties (or any matters relating thereto), without the prior written consent of Discloser.

**3. CIRCUMVENTION**

Should a Broker/Agent, Recipient, partner(s), or associate(s) circumvent Discloser, Recipient agrees to Tender to Discloser 100% (one hundred percent) of all Real Estate Commissions Paid in connection with any lease, sale or purchase of Subject Property. Should a Buyer Recipient, partner(s), or Associates(s) circumvent Discloser, Recipient agrees to pay discloser 5% (five percent) of Sale Lease price at the close of Escrow. This compensation provision shall be in effect for five (5) years from the Effective Date.

\_\_\_\_\_  
Recipient Initial & Date

\_\_\_\_\_  
Recipient Initial & Date



**4. SUBJECT PROPERTY**

Subject Property will be named in the appropriate space below within 48-hours of Disclosure receiving Recipients signed copy:

Kula Lodge located at 15200 Kula Highway, Kula, HI 96790 - TMK: 2-2-3-22-87

**5. MISCELLANEOUS**

This Agreement constitutes the entire agreement by and between the parties concerning the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, USA, without reference to its conflicts of laws provisions.

In witness whereof, the parties have read, understood, and executed this Confidentiality and Non-Circumvention Agreement through duly authorized representatives as of the date written below.

**Recipient:**

**Broker or Buyer** (please circle one)

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Time:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Recipient:**

**Broker or Buyer** (please circle one)

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Time:** \_\_\_\_\_

**Name:** \_\_\_\_\_

