



**Apex Commercial Realty, Inc.**  
**3317 NW 10<sup>th</sup>. Terrace #409**  
**Ft. Lauderdale, Fl. 33309**

**NON-CIRCUMVENTION AGREEMENT & NON-DISCLOSURE BILATERAL AGREEMENT**

IN CONSIDERATION of the mutual promises contained herein, the undersigned parties intending to be legally bound, hereby irrevocably agree not to circumvent, avoid, or by-pass each other, directly or indirectly, to avoid payment of fees, commissions or other benefits, either financially or otherwise, in a corporation, trust, partnership, or other entity, either in connection with this project or any other additions, renewals, extensions, rollovers, amendments, re-assignments, or otherwise relating to this project or any other project which the parties to this agreement shall be signatories.

NOR SHALL any party to this agreement disclose or otherwise reveal to any third party, any confidential information provided by the others, and particularly concerning lenders, sellers, borrowers, buyers or other names and addresses, telexes, facsimiles, telephone numbers, or any other means of access thereto, including bank information code references, and/or privileged information without formal written consent of the other parties to this agreement.

WE FURTHER agree that no details of any commission or other remuneration shall be disclosed except to those persons necessary to complete the subject transaction, disbursing of funds and the disbursement of funds thereof.

THIS non-circumvention and non-disclosure agreement binds ourselves, our assigns, all associates, agents and affiliated companies.

THE TERMS of this agreement shall be a perpetuating guarantee for one year from the date affixed below and is to be applied to any and all transactions, present and/or future, for the life of the current projects, transactions, additions, renewals, extensions, rollovers, amendments, renegotiations, new contracts or third party assignments. Commissions or fees shall be negotiated prior to the signing of this agreement. An addendum to each project can be confirmed and binding by written confirmation, telex, or facsimile.

ANY CONTROVERSY or claim arising out of, or the breach of this agreement, and which shall not be settled by arbitration in accordance with the rules of the International Arbitration Association or any legal entity having jurisdiction over the matter shall then be subject to the Courts of the State of Florida. All international ICC non-circumvention rules and provisions are in effect and shall apply to all parties to this agreement and to every transaction entered into and is binding on all parties, including but not limited to employees, associates, assigns, designees

and third parties for the period of this agreement and any extension thereof, from the date thereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_

Date

\_\_\_\_\_

Maurice Stewart: Broker

Date

Fax: (954) 563-3052