

COMMISSION - NON DISCLOSURE and NON-SOLICITATION AGREEMENT

This Agreement ("Agreement") is made and effective this ____ day of March, 20202,

BETWEEN: [AGENT NAME] (the "Agent"), an individual with his main address at:
[COMPLETE ADDRESS]

AND: **R-Negotiations, LLC**, a corporation organized and existing under the laws of the State of New York, with an office at:
[YOUR COMPLETE ADDRESS]

WHEREAS the Principal is a Product Facilitator with access to various companies manufacturing medical and personal protection equipment; and

WHEREAS, the agent has access to certain vendors, companies, institutions and/or government entities who are in need of said medical and personal protection equipment; and

WHEREAS the Principal and Agent desire to enter into a mutually beneficial relationship whereby the agent shall procure purchase orders from these various entities for the Principle to facilitate with its manufacturers; and

WHEREAS, the agent, during the term of this agreement and in connection with his or her performance, may be given access to certain confidential and proprietary information of the Principal and/or its Manufacturers, (hereinafter referred to as "Confidential Information") and agree to prevent the unauthorized disclosure of said Confidential Information as provided below.

ACCORDINGLY, based on the mutual promises and covenants contained herein, the parties agree as follows:

1. The Principal grants the Agent a right to sell the Product(s) on behalf of the Principal for a period of one year, commencing on the date first written above, subject to renewal as provided herein.
2. The Agent shall use his best efforts to obtain the above referenced purchase orders, for the duration of the agency period, unless otherwise terminated earlier pursuant to this agreement.
3. The Agent shall clearly identify him or herself, as a duly authorized sales agent of the Principal in the course of his or her efforts to sell the Product(s) on behalf of the Principal and may not sell the Product(s) in his or her own name.
4. The principal shall fix the selling price(s) of the Product(s) and the Agent may only sell the Product(s) at the selling price(s) fixed by the Principal. The selling price will ultimately be set by the applicable manufacturer of the specific product being ordered, subject to the markup of the Principal, as permitted by the manufacturer or if there is none, what is customary in the field.
5. The Agent shall obtain written orders for the Product(s) from buyers, signed by or on behalf of the buyers, and remit the orders to the Principal. The Principal shall use its best efforts to fill orders duly

remitted by the Agent in accordance with this agreement and the principals' agreement with the respective manufacturer, as expeditiously as possible.

6. The Principal shall pay the Agent a commission of ten (10) % of the applicable markup, permitted by the specific manufacturer, as provided above, which is paid for in full. Received by the Principal and not otherwise subsequently returned for a refund. This commission shall automatically continue and roll over into any future orders of the same company produced by the Agent. The Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement.
7. The Undersigned parties, including their employees, associates, third party consultants and funding sources, intending to be legally bound, hereby irrevocably and mutually agree not to circumvent, avoid, bypass, or obviate each other, directly or indirectly, to avoid payment or fees, commissions, or any form of compensation in any transaction with corporation, partnership or collateral, or finding, or any other transaction involving products, commodity, or services, or addition, renewals, extensions, rollover, amendment, new contract, re-negotiations, parallel contract/agreement or third party assignment hereof.
8. Nor shall any party disclose or otherwise reveal, to any third party, any **confidential information** provided by the others, particularly, that concerning lenders, borrowers, sellers, buyers, agent's names, addresses, telex, telephone, e-mail, fax numbers, or other means of access thereto, bank accounts, code or references, and/or any such information, advised to the other as being confidential or privileged without the specific written consent of the other party.
9. Nor shall any party while actively engaged in a business relationship with each party directly or indirectly approach any affiliate or business partner of the affiliates or for the purpose of providing service or securing services substantially similar to the services provided by each party.
10. **Confidential Information:** The principal has developed contacts and relationships with individuals and financial institutions and this is Confidential Information. Further, from time-to-time, the Principal is privy to opportunities that arise as a result of said contacts and relationships and the details thereof are also Confidential Information. Both parties acknowledge that all Confidential Information provided as described herein is confidential and/or proprietary in a nature and that damages to the other party may result if such Confidential Information is not treated confidentially. Therefore, the Agent agrees to maintain the confidentiality and non-circumvention terms of this Agreement as a condition to providing the other party with Confidential Information.
11. The Agent shall not initiate and shall not authorize any other person or entity to communicate regarding the Confidential Information or the transactions contemplated herein with any person or entity identified in the Confidential Information, including but not limited to, to the borrowers, obligors, guarantors, or their accountants or attorneys or any appraiser, tenant, managing or leasing agent, connected with, related to, or whose name is obtained from, the Confidential Information without the prior written consent of the Disclosing Party.
12. This agreement shall be valid for a period of 1 year, with additional rollovers of 1 year unless mutually agreed by both parties to cancel this agreement by written notice through certified mail of the cancellation at the end of the rollover period. If notice is not given within 10 days after the beginning of a new rollover period, then the new rollover period will automatically renew.
13. The agent hereby agrees not to circumvent the Principal, and the intermediary process and that they will not make contact with, solicit, deal with, or otherwise be involved in any transaction(s) with regard to any source, contact, lender, trust, broker, client, strategic partner and/or other entity that the Principal introduces to or discusses with the agent, unless authorized in writing and then only for that one transaction.

14. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose. Additionally, if the agent has already established a previous relationship with the transaction or the contact introduced in the specific transaction, the agent will immediately notify the Principal by email or fax outlining the prior relationship and, in that specific case, the Agent will be exempt from this provision. The Principal reserves its abilities and rights to dispute this notification or the existence of prior relationship.
15. The agent agrees not to make contact with, solicit, deal with or otherwise be involved in any transaction(s) with regard to source, contact, lender, trust, broker, client. Strategic partner, and/or other entity that the principal introduces to or discusses with the agent for a period of 3 years after the termination of this Agreement. The agent agrees that in the event there is a violation of this restrictive covenant, the Principal is entitled to injunctive relief.
16. It is agreed by the signatures below that the signers confirm that they have full authority to execute this Agreement and obligate any company, firm, corporation, partnership, organization, individual and/or entity referenced herein.
17. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties. This Agreement will be governed and construed with the laws of the State of New York.
18. A copy of the is agreement shall have the same force and effect as an original and the document may be signed in counterparts and via electronic means.

PRINCIPAL

AGENT

R- Negotiations, LLC

BY:

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title