

ECG – Insurance Partners

NON-DISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This **NON-DISCLOSURE, NON-CIRCUMVENTION and NON-COMPETITION AGREEMENT** is effective as of _____ by and between Edmond Consulting Group LLC, a South Carolina registered Limited Liability Corporation individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organizations

(hereinafter the "Companies"); and _____. (hereinafter "Confidant"),
whose address is _____.

1. **Purpose**

The parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, trade secrets, business entity formation and structuring, and tax planning. In connection with these discussions, it may be necessary and/or desirable for the Company to provide the Confidant with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Company (collectively the "Confidential Information"). Therefore, the Confidant, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. The Company believes, and the Confidant hereby agrees, that the Company's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Confidant's willingness to engage in the contemplated business discussions and planning. The Confidant agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

2. **Confidential Information**

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Company to the Confidant orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Company, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly demonstrated to be:

- a. Generally known or available to the public, through no act or omission on the part of the receiving party; or
- b. Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

3. **Obligation of Confidentiality**

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The Confidant agrees that when receipt of any Confidential Information has occurred:

- a. The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.
- b. Confidant shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- c. The Company shall permit access to its Confidential Information to the Confidant's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Confidant evaluating, contemplating, recommending, or engaging in any program or service offered by the Company or for the purpose of entering into a business relationship with the Company, and only if said agents, employees, or third parties:
 1. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
 2. have been apprized of this Agreement and the Confidant's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

4. **Obligation of Non-Competition**

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

5. **Non-Circumvention**

The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of profits, fees or otherwise, without the specific written approval of the Company.

6. **No Representations**

The Confidant understands that the Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither the Company, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Confidant's use of said information.

7. **Term**

This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of five years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

8. **Jurisdiction**

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The jurisdiction for this Agreement is global and worldwide. Should the Companies assert that a violation has occurred, the parties agree that the Companies shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the Companies and their counsel.

9. Miscellaneous

- a. As used in this Agreement, the following terms shall have the following meanings:
 1. "Agents or employees" includes the directors, officers and employees of any of the parties, it also includes the Confidant, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.
- b. Except for the limited right to use granted in section 3(c) herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.
- c. No agency or partnership relationship is created between the parties by this Agreement.
- d. No party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any of the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.
- e. *ANY* and *ALL* additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.
- f. This Agreement is made and shall be governed and construed in accordance with the laws of the State of Illinois. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by the Company.
- g. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.
- h. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

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10. Mutuality

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Companies and the Confidant.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

AGREED TO AND ACCEPTED BY:

**(THE COMPANY(S))
EDMOND CONSULTING GROUP LLC**

by: _____
Erica T. Edmond, MBA
CHAIRMAN & CEO

CONFIDANT:

COMPANY NAME: _____
(THE CONFIDANT)

by: _____
(SIGNATURE)

Name: _____

Title: _____

Facsimile Number: _____

Contact Number: _____

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ECG Referral Partner Agreement

This Referral Partner Agreement (The Agreement) entered into as of this ____ day of _____, 20__ by Edmond Consulting Group LLC, ECG, (The Administrator) headquartered in Columbia, SC in its capacity as administer and servicer of the ECG and _____ headquartered in _____ (the Referral Partner), together the “Parties”.

Whereas the Administrator in conjunction with its principal place of business in Columbia, SC.; Edmond Consulting Group LLC is an insurance agency, organized under the laws of _____ has established full advisory firm who can assist your clients in life, health, Medicare, home, auto, business insurance, property claims, tax or notary services, and business consulting.; and Whereas and in support of the ECG program, the Referral Partner wishes to promote and market ECG services to its customers, individuals in its trade area and others; and Whereas the Administrator wishes to encourage the Referral Partner to promote and market the ECG in a manner and that will result in an increase of volume and assets directed to a participating institutional or insurance company chosen by the Administrator; The Parties agree as follows:

- 1) Term. The term of this agreement shall commence as of the date hereof and shall continue so long as The Administrator services the ECG or unless terminated by either one of the Parties pursuant to Section 9 below.
- 2) Compensation. The Administrator will compensate the Referral Partner **\$20 per customers and additional \$10 per Home and Auto or additional auto** made to a new ECG client that is referred to ECG by the Referral Partner and identified as being referred to ECG by such Referral Partner.
- 3) Marketing. The Referral Partner agrees to use commercially reasonable efforts to promote and market the ECG to its customers, trade area and others. **ALL MARKETING MATERIALS ARE AVAILABLE ONLINE OR SIMPLY BY EMAILING ECG.**
- 4) Support. The Administrator agrees to provide or cause to be provided marketing and sales support to the Referral Partner. Such support shall consist of templates for printed material, examples of email communications, dedicated URLs and other support as may be reasonably requested.
- 5) Payment of Expenses. Each Party to this agreement shall pay its own expenses incurred in connection with the development and execution of its responsibilities under this agreement.
- 6) Indemnification. The Administrator and the Referral Partner shall indemnify and hold each other harmless from and against any loss resulting from their participation in this agreement.
- 7) Marketing Collateral. The Referral Partner will use only the actual or a template of those ECG marketing materials provided to it by or through Administrator.

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- 8) Governing Law. This agreement shall be governed by the laws of the State of _____.
- 9) Termination. This agreement may be terminated by either party upon 90 days written notice to the other Party.
- 10) Counterpart Execution. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

In Witness Whereof, the Parties have executed this Agreement effective as of the date first above written.

as the Referral Partner Erica T. Edmond, MBA of Edmond Consulting Group LLC as the Administrator

_____ Signature, Title

_____ Signature, Title

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Receive 2 FREE Wellness Benefits as a complimentary benefit as long as the referral agreement is effective. If a minimum of 10 customer semi quarter will potentially become fifty percent off the regular membership fee.

COMING SOON, Partners will be added to our website.

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Partnership Contact Information

COMPANY NAME:		CONTACT PERSON: (Indicate Ms., Mr., etc.)		
STREET ADDRESS:				
MAILING ADDRESS (if different from street address):				
TELEPHONE NO.: ()	TOLL FREE NO.: ()	FAX NO.: ()		
E-MAIL:		HOME PAGE ADDRESS:		
FEDERAL IDENTIFICATION NO. OR SOCIAL SECURITY NUMBER:				
PRIMARY TYPE OF BUSINESS: BROKER DEALER DISTRIBUTOR				
PRINCIPAL OWNERS:		Sex		Percent
Name	Title	(M or F)	Ethnicity	Ownership
				%
				%
DESCRIPTION OF PRODUCTS & SERVICES (attach sales literature as appropriate)				
BANK REFERENCE NAME:		ADDRESS: (Number, City, State, Zip)		
CUSTOMER REFERENCES:	Address		Phone Number	
Name				
PERSON(S) AUTHORIZED TO COMMIT YOUR FIRM TO A CONTRACT:				
Name	Title	Name	Title	
Name	Title	Name	Title	

Give your clients GREAT SAVINGS such as:

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- FREE quotes (Life, Health, Medicare, Home, Auto, and Business)
- Wellness Benefits: \$50 Ind/ \$150 Family
- Earn \$\$\$ Referrals
- 20 % off mobile notary services
- \$150 Tax Services
- In Apps Deals
- Participate in monthly giveaways.
- Stay Informed

SIGN UP TODAY! Download our mobile app ecgllc.appsme.com!
What can you find on ECG website????

You can find...

- Great Information
- Forms and Documents
- Financial Tools & Calculators
- Financial Literacy Training
- Partnership Opportunity
- Book an appointment
- Download Mobile Apps (Earn \$\$\$ Referrals, Stay Informed, Monthly Giveaways)
- Downloadable Flyers
- Payment Portal

Website: www.consultwithedmond.com

Mobile App: ecgllc.appsme.com

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Email: eedmond@consultwithedmond.com