

NON-DISCLOSURE, NON-COMPETE, AND NON-CIRCUMVENTION AGREEMENT

1. Purpose

The Disclosing Party may disclose confidential, proprietary, or trade secret information to the Receiving Party in connection with evaluating a potential business relationship, collaboration, or transaction. This Agreement is intended to prevent unauthorized use and disclosure of such information.

2. Definition of Proprietary Information

“Proprietary Information” includes, but is not limited to, all trade secrets, business strategies, lead generation systems, marketing processes, pricing, data, software, financials, customer information, contracts, vendor lists, written materials, conversations, and other non-public information disclosed in any form (oral, written, visual, or electronic).

3. Confidentiality Obligations

The Receiving Party agrees to:

- Treat all Proprietary Information as strictly confidential and use the same degree of care it uses to protect its own confidential materials (but in no case less than reasonable care).
- Not disclose or make Proprietary Information available to any third party, except on a need-to-know basis to employees or consultants bound by written confidentiality obligations.
- Not copy, reproduce, reverse engineer, or otherwise use the Proprietary Information for any purpose other than evaluating the business relationship.
- Notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure.

These obligations shall remain in effect for five (5) years from the date of each disclosure. For trade secrets, the obligations shall remain in perpetuity.

4. Non-Compete

The Receiving Party agrees that for a period of three (3) years from the date of this Agreement, it shall not, directly or indirectly:

- Use any Proprietary Information to build, offer, promote, or assist in the development or sale of any product, service, or system that is similar to or competes with the Disclosing Party's offerings.
- Engage in any business that could reasonably be deemed to compete with the Disclosing Party's core services, systems, or strategies, including without limitation those related to marketing, lead generation, and business automation.

This restriction applies worldwide, regardless of whether the Receiving Party acts individually, through another company, or in collaboration with any third party.

5. Non-Circumvention

The Receiving Party agrees that it shall not, without prior written consent:

- Circumvent the Disclosing Party by engaging with its clients, leads, vendors, employees, independent contractors, or affiliates for the purpose of doing business that is competitive or parallel in nature.
- Introduce any Proprietary Information to third parties without written approval from the Disclosing Party.

This provision shall remain in effect for three (3) years from the date of this Agreement.

6. Return or Destruction of Materials

Upon written request or if either party declines to move forward with a business relationship, the Receiving Party shall immediately return or destroy all Proprietary Information, including all copies, notes, summaries, and derivative materials.

7. No License or Obligation

Nothing in this Agreement shall be construed as granting any license or ownership interest in the Disclosing Party's Proprietary Information. Disclosure of information does not obligate either party to proceed with any transaction or relationship.

8. Legal and Equitable Remedies

The Receiving Party acknowledges that any breach of this Agreement may result in irreparable harm to the Disclosing Party for which monetary damages would be inadequate. The Disclosing Party shall be entitled to injunctive relief, specific performance, and recovery of reasonable attorneys' fees and costs incurred in enforcement of this Agreement, without the necessity of proving actual damages.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. The parties agree that any dispute arising under this Agreement shall be brought exclusively in the state or federal courts located in Arizona.

10. Severability

If any provision of this Agreement is held to be unenforceable, the remainder shall remain in full force, and such provision shall be limited or eliminated to the minimum extent necessary.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, agreements, or understandings. No waiver or modification shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below:

Disclosing Party Bob Mangold Red Z Marketing, LLC	Receiving Party Name:
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Signature: _____	Company (if applicable): _____
Date: _____	Signature: _____
	Date: _____