



The CFS General Agency  
Financial Design & Management, Inc. · Charitable Funding Solutions, LLC  
54 Broad Street · Suite 303 · Red Bank, NJ 07701  
(P) 732.842.2700 (P) 888.842.1842 (F) 888.842.0155

## PRODUCT SPECIFIC NONDISCLOSURE and NON-CIRCUMVENTION AGREEMENT

WHEREAS, \_\_\_\_\_, his/her firm, \_\_\_\_\_, and any of his/her affiliates or nominees (collectively referred to hereinafter as “\_\_\_\_\_”) and The CFS Group, The CFS General Agency, Bruce N. Haydu, CFP, Frederick C. Veit, Esq., CFP and any of their affiliates or nominees (collectively referred to hereinafter as “CFS”) wish to memorialize their agreements with respect to certain lifetime personal and business asset backed insurance lending programs (including the Life Strategies, Cash Stream, Executive Bonus Plan and Multi-Generational programs), charitable excess insurable interest structures, and certain life insurance and annuity settlement programs, (“INSURANCE PROGRAMS”), introduced to \_\_\_\_\_ by CFS. The Parties also intend to discuss certain proprietary and confidential information and trade secrets of CFS. The parties are willing to safeguard such proprietary information, such that CFS and \_\_\_\_\_ agree as follows:

1. The parties agree to work exclusively with each other for the purposes of providing the INSURANCE PROGRAMS to \_\_\_\_\_’s clients and referral sources. As part of marketing the INSURANCE PROGRAMS it is expected CFS will facilitate the sale of a number of life insurance policies, (the “POLICIES”).
2. \_\_\_\_\_ and CFS agree to keep all matters relating to the INSURANCE PROGRAMS and this Agreement as CONFIDENTIAL INFORMATION. For the purpose of this Agreement, CONFIDENTIAL INFORMATION shall mean any item, which is transferred, orally or in written, or prototype form and designated as CONFIDENTIAL INFORMATION by the disclosing party.
3. Unless otherwise expressly authorized in writing, each party agrees, for a period of three (3) years from the date of receipt of CONFIDENTIAL INFORMATION to use the same measures to avoid dissemination of such CONFIDENTIAL INFORMATION, including partial copies thereof, to any third party as the receiving party employs with respect to information of its own that it does not desire to be disseminated.
4. Notwithstanding any other provisions of this Agreement, the parties each acknowledge that CONFIDENTIAL INFORMATION shall not include information which: (A) is or becomes publicly known through no wrongful act on the non-disclosing party’s part; or, (B) pertains to any programs or structures \_\_\_\_\_ is already using; or (C) is explicitly approved for release by written authorization by the disclosing party. Nothing in this Agreement shall be construed to limit either party’s ability to review the CONFIDENTIAL INFORMATION with their legal counsel, pursuant to a confidential privileged communication.
5. No right or license under any intellectual property right, expressed or implied, relating to the CONFIDENTIAL INFORMATION furnished hereunder, is granted to the non-disclosing party by the disclosing party for any unilateral use or benefit whatsoever not related to the transactions between CFS and \_\_\_\_\_.



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6. \_\_\_\_\_ and CFS acknowledge and agree that the other will introduce or disclose other CONFIDENTIAL INFORMATION and introduce each other to certain business and donor relationships (the “PROTECTED RELATIONSHIPS”). \_\_\_\_\_ and CFS agree to work together periodically in good faith to identify, define and memorialize the scope of the other’s PROTECTED RELATIONSHIPS. It is \_\_\_\_\_’s and CFS’ intention to exploit the CONFIDENTIAL INFORMATION within the PROTECTED RELATIONSHIPS. \_\_\_\_\_ and CFS agree that control over use of the CONFIDENTIAL INFORMATION within the PROTECTED RELATIONSHIPS is considered proprietary and intangible property of the other. \_\_\_\_\_ and CFS agree that they, or any affiliates thereof, will not approach or conduct business with any of the other’s PROTECTED RELATIONSHIPS with respect to the CONFIDENTIAL INFORMATION for a period of three (3) years following the commencement of this Agreement without the prior express written consent of the other.

7. LIQUIDATED DAMAGES. Any violation of this Agreement by any party to this Agreement, either by unauthorized used of CONFIDENTIAL INFORMATION or by attempts to exploit CONFIDENTIAL INFORMATION through the PROTECTED RELATIONSHIPS, shall subject to the violating party to liquidated damages under this Agreement. The liquidated damages under this Agreement shall equal one hundred fifty percent (150%) of all income or fees earned by the violating party or others as a result of the violating party’s use of the CONFIDENTIAL INFORMATION or circumvention of a party’s PROTECTED RELATIONSHIPS.

8. DISPUTE RESOLUTION. All disputes arising out of this Agreement must first be submitted to arbitration, which shall focus on the needs of everyone concerned and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The goal of the arbitration shall be to preserve and enhance the relationships by developing a mutually acceptable agreement which will fulfill the needs of everyone concerned. Any party desiring arbitration may begin the process by giving the other parties a written Request to Arbitrate, describing the issues involved and inviting the other parties to join with the calling party to name a mutually acceptable arbitrator and a time for the arbitration. The parties and the arbitrator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the arbitration shall be confidential and non-discoverable in subsequent arbitration or litigation. If the parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by the parties, and the dispute shall be at end.

If the result of the arbitration is a recognition that the dispute cannot be resolved, or if any party refuses to mediate or to agree on a mediator or a time for arbitration that is reasonable considering the urgency of the disputed matter, then any party who desires dispute resolution may seek binding arbitration in accordance with the New Jersey Arbitration Code.



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9. MISCELLANEOUS

- a. Notice. All notices, reports, payments, requests, consents, demands and other communications between CFS and Licensee pertaining to subjects related to this Agreement, shall be in writing and shall be deemed duly given and effective (A) when actually received by mail or personal delivery, or (B) three days after being mailed by prepaid registered or certified mail, to the receiving party, to the address as set forth below, or to such other address as may be later designated by written notice from either party to the other party:

**CFS's Notification Address:**

54 Broad Street, Suite 303, Red Bank, NJ 07701  
Phone: 888-842-1842 Fax: 888-842-0155

**Licensee's Notification Address & Contact Numbers:**

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Referred to CFS by:** \_\_\_\_\_

- b. Binding Effect. The provisions of this Agreement, its conditions, representations, warranties, and covenants, shall be binding on and inure to the benefit of the parties, their heirs, successors, legal representatives, and assigns, and shall survive the termination of this Agreement.
- c. Survival of Representations and Warranties. The representations and warranties contained herein shall survive the execution of this Agreement.
- d. Time of the Essence. Time is of the essence of this Agreement.
- e. Integration. This Agreement, and all the Exhibits referenced in this Agreement, together with all the papers and documents delivered in connection therewith, constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral. References to this "Agreement" also refer to and include all integrated documents. This Agreement also supersedes any prior agreement or understanding, either written or oral, between the parties. This Agreement may not be modified, amended, or rescinded except in writing signed by the party against whom such writing is to be enforced.



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- f. Interpretation and Fair Construction of Contract. This Agreement has been reviewed and approved by each of the Parties and their respective advisors. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be, in all cases, construed as a whole according to its fair meaning and not strictly construed for or against either party.
- g. Headings. The headings in this Agreement are for convenience only, and shall not restrict or otherwise modify the terms of this Agreement.
- h. Counterparts. This Agreement may be signed in counterparts, each of which, when combined with all other signed counterparts, shall be deemed to be one original document.
- i. Waiver of Breach. No provision of this Agreement may be waived except in writing signed by the waiving party. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision. Any waiver shall not operate as or be construed to be a waiver of any subsequent breach.
- j. Savings Clause. In the event that any section or part of this Agreement or any integrated document herewith should be adjudged invalid or unenforceable, such adjudication shall not affect any other section or part of this Agreement or any integrated document, which shall remain in full force and effect as if the section or part adjudged invalid or unenforceable were not originally a part hereof.
- k. Third Party Benefit. None of the provisions of this Agreement shall be construed as existing for the benefit of any creditor of any of the Parties, nor shall any such provision be enforceable by any party not a signatory to this Agreement other than a Party's legal representative.
- l. Choice of Law. This Agreement and all integrated documents herewith shall be construed and enforced according to the laws of the State of New Jersey.

IN WITNESS WHEREOF, \_\_\_\_\_ and CFS have caused this Agreement to be executed by their duly authorized representatives.

Firm Name: \_\_\_\_\_

The CFS Group (CFS)

By: \_\_\_\_\_

(Signature)

Date

By: \_\_\_\_\_

Frederick C. Veit, Esq., CFP

Date

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Bruce N. Haydu, CFP

Date