

REALTOR NON-SOLICITATION AND NON-CIRCUMVENTION AGREEMENT

Focused protection for
relationships introduced
through the New England
Capital JV program.

Effective Date	JV Partner / Seller ("Participant")

This Agreement is between **New England Capital LLC** ("NEC") and the Participant identified above. In exchange for access to NEC's JV program, transaction resources, business relationships, and consideration of submitted opportunities, the parties agree as follows:

1. Protected Realtors.

A **Protected Realtor** is any real estate agent, broker, brokerage, team member, or referral source whom NEC directly or indirectly introduces to Participant, or whose identity or contact information Participant learns through NEC, a submitted deal, or the JV program. A relationship is not protected if Participant proves a bona fide, active, pre-existing business relationship and discloses it to NEC in writing within five (5) business days after learning of the potential overlap.

2. Non-Solicitation.

During Participant's involvement in the JV program and for twelve (12) months after the later of (a) the parties' last JV closing, (b) Participant's last deal submission accepted for review, or (c) the last introduction to a Protected Realtor, Participant will not knowingly, directly or indirectly, solicit a Protected Realtor for real estate, investment, acquisition, disposition, novation, listing, referral, or related services outside NEC's involvement.

3. Non-Circumvention.

Participant will not bypass, exclude, or evade NEC in connection with any transaction, lead, listing opportunity, referral, or business opportunity arising from a Protected Realtor or an NEC-introduced relationship. Participant will not use another person or entity to do what Participant is prohibited from doing directly, and will not encourage a Protected Realtor to reduce, terminate, or divert business from NEC.

4. Permitted Activity.

This Agreement does not prohibit general advertising that is not targeted at a Protected Realtor. It also does not prohibit work with a Protected Realtor based solely on a properly disclosed pre-existing relationship. If a Protected Realtor independently contacts Participant, Participant must promptly notify NEC before pursuing any opportunity that reasonably relates to NEC, the JV program, or a submitted transaction.

5. Confidentiality and Limited Use.

Participant will use realtor identities, contact information, transaction data, pricing, seller information, processes, and other nonpublic information received through NEC only to evaluate or perform authorized JV transactions. Participant will not disclose or use that information for a competing, personal, or third-party purpose.

6. No Guarantee; Independent Parties.

NEC may accept or decline any opportunity in its sole discretion. Nothing in this Agreement requires NEC to proceed with a deal, guarantees a closing or payment, or creates an employment, agency, partnership, fiduciary, franchise, or exclusive relationship between the parties.

7. Remedies.

A breach may cause harm that is difficult to measure. NEC may seek temporary, preliminary, and permanent injunctive relief, an accounting, actual damages, and recovery of compensation or profits attributable to a prohibited transaction, in addition to other lawful remedies. The prevailing party in an action to enforce this Agreement may recover reasonable attorneys' fees and costs to the extent permitted by law.

8. Reasonableness; Reformation.

The parties intend these restrictions to protect NEC's confidential information, goodwill, and introduced business relationships without preventing Participant from lawfully operating elsewhere. If a restriction is found unenforceable, a court may narrow it to the maximum enforceable scope, and the remaining provisions will continue in effect.

9. Governing Law; Venue.

This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law rules. Subject to any mandatory law that applies, the parties consent to exclusive jurisdiction in the state or federal courts located in Bristol County, Massachusetts.

10. Entire Agreement; Changes; Electronic Signatures.

This Agreement contains the entire understanding of the parties concerning its subject matter and may be changed only in a writing signed by both parties. Counterparts and electronic signatures are effective as originals. Participant acknowledges the opportunity to consult independent legal counsel before signing.

By signing, each party confirms that it has read, understood, and voluntarily agrees to this Agreement and that the signer is authorized to bind the named party.

NEW ENGLAND CAPITAL LLC <i>/s/ Don Smith</i> _____ Don Smith, Authorized Representative Date: _____	JV PARTNER / SELLER _____ Signature Printed Name: _____ Date: _____
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