

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

THIS AGREEMENT entered into on this _____ day of _____, 20_____
is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and
Confidentiality between _____ whose office is at
_____ and _____ whose
principal place of business is at _____ hereinafter, called the "The
Parties." The Parties with this agree to respect the integrity and tangible value of this agreement
between them. THIS AGREEMENT is a perpetuating guarantee for five (5) years from the date
of execution and is to be applied to any and all transactions present and future, of the introducing
party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions
regardless of the success of the project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one
another, or from principals, the names and telephone numbers of investors, borrowers, lenders,
agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers
hereinafter called contacts. The Parties with this acknowledge, accept and agree that the
identities of the contacts will be recognized by the other Party as exclusive and valuable contacts
of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the
other party, and that their firm, company, associates, corporations, joint ventures, partnerships,
divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not
contact, deal with, negotiate or participate in any transactions with any of the contacts without
first entering a written agreement with the Party who provided such contact unless that Party
gives prior written permission.

Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers,
and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or
observation regarding methods, concepts, ideas, product/services, or proposed new products or
services, nor to do business with any of the revealed contacts without the written consent of the
introducing party or parties.

The Parties agree that due to the many variables surrounding each Business Financial
Transaction that will occur because of this agreement, the commission to be paid and/or the fee
structure between the Parties can vary. A separate fee/commission agreement will outline
compensation for each Business/Financial Transaction. The fee or commission agreement must
be drafted and acknowledged by signature before all Business/Financial Transactions.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary
penalty that is equal to the value of the transaction, including properties, and royalties, and/or
commission or fee the circumvented Party should have realized in such transactions, by the
person(s) engaged on the circumvention for each occurrence. If either party commences legal
proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will
be entitled to recover court costs and attorney fees, not to exceed \$10,000.00 USD.

The parties will construe THIS AGREEMENT in accordance with the laws of the State of _____ . If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto.

Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

For: _____

(Signature) (date)

For: _____

(Signature) (date)