

Mutual Non-Disclosure and Non Circumvention Agreement
1883 S. DuPont Hwy, Dover, Delaware 19901

WHEREAS, the parties hereto contemplate entering into, or participating in, one or More business transactions during the term of this agreement; and

WHEREAS, the parties mutually recognize in the transaction of such business, Each may disclose to, and learn from, the other (including the employees, associates Affiliates, clients, agents and representatives of that party and their respective Successors and assigns) the following:

- a. Confidential, proprietary and/or other important information and/or documents relating to but not limited to, the identity, address and/or telephone numbers of clients, agents, brokers, buyers, sellers, investors, financiers and/or bank accounts, transaction codes, participating banks and/or entities (hereinafter referred to as "confidential sources") which the other party has acquired through years of investment in time, expenses and effort: and
- b. Confidential, proprietary, and/or other important information and/or documents relating to, but not limited to, projects, plans, properties, and investments and/or Business opportunities (hereinafter referred to as "confidential information").

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All confidential sources and confidential information of each party are valuable property and shall be, and remain, the exclusive property of each such party.
2. Neither party (including the employees, associates, affiliates, clients, agents and representatives of that party and their respective successors and assigns) shall attempt, directly or indirectly, to contact the other party's clients, agents, brokers, buyers, sellers, investors, financiers and/or funding institutions on matters relating to the business transacted by the parties, or any other business, or contact, or negotiate with the confidential source, including corporations being represented, or their officers, or make any use of the confidential information of the other party, except through such other party, or with the express written consent of such other party, as to each contract and/or use. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.
3. Each party agrees that neither party hereto (including the employees, associates, affiliates, clients, agents and representatives of that party and their respective successors and assigns) will disclose to any third person confidential information to the other party obtained in the transaction of the subject business , or otherwise, without the express written or oral consent of such party. Once that consent has been obtained, the party making the disclosure shall register with the other party the name, address, telephone number, and company name of the third party. Any proven violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for proven damages in favor of the circumvented party.

4. Each party agrees with the other that upon any breach of this agreement, the party in default will pay to the other party a) the non-circumvention damages, if applicable; plus b) all loss and/or damage sustained by the non-defaulting party by reason of such breach, plus c) all actual expenses incurred in enforcing any legal remedy and/or right(s) based upon, or arising out of the Agreement, plus) a reasonable sum for attorney's fees.
5. In the event of any dispute as to the meaning of, or the enforcing of the Agreement, all parties agree to submit the matter to the binding arbitration under applicable rules of the American Arbitration Association and shall be governed by and in accordance with the laws of the State of Delaware.
6. This Agreement shall be binding upon the parties, their heirs, successors, and assigns for a period of two years from the date of the last signature affixed hereon, and shall be further extended on an ongoing basis, in increments of one (1) year periods from that date, unless the parties mutually agree in writing that there shall be no extensions beyond the initial two year term. This Agreement may be executed in counterparts, and faxed copies shall serve as originals.

IN WITNESS WHEREOF the undersigned have executed this Agreement on the day and year hereinafter set forth:

Name & Title: _____

Company: _____

Address: _____

Signature _____ Date: _____

Name & Title: _____

Company: _____

Address: _____

Tel/Fax/E-Mail: _____

Signature _____ Date: _____

Name & Title: _____

Company: _____

Address: _____

Tel/Fax/E-Mail: _____

Signature _____ Date: _____