

**IRREVOCABLE AND NONCANCELABLE  
NONCIRCUMVENTION AND NONDISCLOSURE AGREEMENT**

THE UNDERSIGNED PARTIES INTENDING TO BE LEGALLY BOUND DO HEREBY IRREVOCABLY AGREE:

1. NOT TO CIRCUMVENT, AVOID, BYPASS, OR OBVIATE EACH OTHER DIRECTLY OR INDIRECTLY. This agreement is to confirm that each of the undersigned signatories will not deal with any entity introduced by the other signatory without knowledge and written permission of the introducing signatory. Also included within this context is any entity in which a signatory has an interest.

The parties confirm that the terms of this agreement expressly cover acts of negligence and inadvertent disclosure, which are a violation of this agreement.

2. NOT TO AVOID PAYMENT OF FEES OR COMMISSIONS. IN ANY TRANSACTION WITH ANY ENTITY, corporation partnership or individual revealed by either party to the other in connection with any project, service renewal, extension, renegotiation, contract agreement, third party assignment, communication or conversation.

Should the introducing party not be notified of any contact or should any nonsignatory, their employees, agents, officers, partners, associates or consultants through direct or indirect introduction by a signatory result in successful placement of a transaction with any entity, person, company, firm, corporation, organization, the introducing signatory agrees and guarantees to pay any and all commissions and fees received by said signatory on any and all such transactions to the other signatory, unless otherwise agreed to in writing by the parties hereto.

3. NOT to disclose or otherwise reveal to any third party any confidential information provided by the other, particularly that concerning lenders, sellers, borrowers, buyers names, bank information, codes, references and/or any such information advised to the other as being confidential or privileged without the written consent of the other.

It is agreed and understood that each signatory agrees to keep confidential the names, addresses, telephone numbers, tax numbers and fax numbers of any contacts introduced by the other signatory, unless prior written permission is given by the introducing signatory.

4. This agreement shall be for a period of three (2) years and is irrevocable and noncancelable. It is to be applied to any and all transactions, past, present and future, of the introducing signatories regardless of the success of the project. The signatories agree that the identities of only the parties who are introduced under this agreement are currently, and shall forever remain, the proprietary asset of the introducing signatory.

5. This agreement shall be binding on the parties hereunder signed, their successors and assigns. The signatories confirm by execution of this agreement that any company, firm, corporation, partnership, organization or entity of which they are an employee, member, officer, partner, or agent, is bound by this agreement.

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Initials

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Initials

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(continued)

6. All moneys due and owing from any client transaction undertaken by both parties will be irrevocably and unconditionally guaranteed to be paid without legal impediment upon request. If any ambiguity arises concerning the amount of damages, Liquidated damages will be \$10,000 per violation.

7. Should violation, disagreement or dispute occur between contracting parties arising out of, or connected with this agreement, which cannot be adjusted by and between the parties involved, the disputed disagreement shall be submitted to the American Arbitration Association located in Missouri and all parties agree to abide by the decision of the referees of said Association. Judgment, upon award, may be entered in any court having jurisdiction thereof.

8. In the event of any conflict between the terms of this Agreement and any Loan Authorization Agreement, the terms of the Loan Authorization Agreement shall prevail.

In the event that either of the parties resorts to legal action against the other, the prevailing party shall be entitled to reimbursement from the other party for all reasonable attorney fees and other costs incurred in such action. This agreement shall be construed and enforced in accordance with the applicable laws and regulations of the State of Missouri and of the United States in St. Louis County, Missouri.

9. In the event any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby.

10. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and repatriates all prior negotiations and proposed agreements, written, or oral. Neither of the parties may alter, amend, nor, modify this agreement except by an instrument in writing signed by both parties or their duly authorized representatives.

11. Additionally, the signatories agree that this instrument may be negotiated via telefax/facsimile/fax transmission, and the respective parties accept the signatures by fax as though they were original.

BY OUR SIGNATURES WE CONFIRM WE HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT AND OBLIGATE ALL COMPANIES, FIRMS, CORPORATIONS, PARTNERSHIPS, ORGANIZATIONS, INDIVIDUALS AND/OR ENTITIES REFERENCED HEREIN.

\_\_\_\_\_ Dated \_\_\_\_\_  
Signature (Party 1)

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Company Name (Please print or type)

\_\_\_\_\_ Dated \_\_\_\_\_  
Signature (Party 2)

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Company Name (Please print or type)

\_\_\_\_\_ Dated \_\_\_\_\_  
Ben Carmona - Carmona Consulting