



NON-DISCLOSURE, NON-CIRCUMVENTION FEE PROTECTION AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (this "Agreement") is made as of _____, 20____ by and between _____ and any partners or affiliates ("_____") and Financial One ("F1"). Each sometimes referred to herein singularly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, _____ and F1 desire to explore a possible business relationship and each Party has valuable and proprietary information critical to each other's success in the marketplace; and

WHEREAS, each Party is willing to provide Confidential Information (as defined below) to the other Party on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Parties, intending to be legally bound hereto agree as follows:

1. Definitions. The following terms shall have the meanings under this Agreement ascribed to them herein:

"Client" means any person, firm, corporation, partnership, association or other entity to which either Party (or any of its affiliates) provides, has provided, or is in actual discussions to provide, services to or any person, firm, corporation, partnership, association or other entity which is the subject of any Confidential Information disclosed by one Party to the other Party.

"Confidential Information" includes, but is not limited to, trade secrets, processes, policies, procedures, techniques, designs, drawings, know-how, show-how, technical information, business plans, financial/financing contacts, investors, underwriters, underwriting criterion, real estate investors or opportunities, investors in loans, contractors, family offices, marketing agents, specifications, information and data relating to the development, research, testing, costs, marketing and uses of the Disclosing Party's business, the Disclosing Party's budgets and strategic plans, and the identity, funding needs and other special needs of the Clients, databases, data, all technology relating to the Disclosing Party's or Client's businesses, systems, methods of operation, Client lists, Client information, solicitation leads, marketing and advertising materials, financials, methods and manuals and forms, all of which pertain to the activities or operations of the Disclosing Party or Client, as applicable. In addition, Confidential Information also includes the identity of the Clients and the identity of and telephone numbers, e-mail addresses and other addresses of executives or agents of such Clients. For purposes of this Agreement, the following will not constitute Confidential Information (i) information which is or subsequently becomes generally available

to the public through no act of Recipient Party, (ii) information already in the possession of the Recipient Party prior to disclosure to Recipient Party by or on behalf of the Disclosing Party as demonstrated by reasonable evidence, (iii) information which is lawfully obtained by Recipient Party in writing from a third party (excluding any affiliates of Recipient) who did not acquire such proprietary information or trade secret, directly or indirectly, from Recipient or the Disclosing Party and (iv) information which is developed by the Recipient Party independently of information supplied by the Disclosing Party.

“Disclosing Party” means the Party to this Agreement which discloses any Confidential Information to the other Party or any of its affiliates.

“Recipient Party” means the Party to this Agreement which receives any Confidential Information from the other Party or any of its affiliates.

2. Non-Disclosure. Confidential Information shall be held by Recipient Party in the strictest confidence and shall not, without the prior written consent of the Disclosing Party, be disclosed to any person other than as necessary to provide its services and consummation of the subject transaction, such as disclosure to attorneys, accountants and potential financing providers involved in such transaction. The Parties further acknowledge that any such Confidential Information as is acquired and used by the Recipient Party or its affiliates is a special, valuable and unique asset. Recipient Party shall exercise all due and diligence precautions to protect the integrity of the Confidential Information and to keep it proprietary and confidential whether it is in written form, on electronic media or oral. Recipient Party shall not copy any Confidential Information except to the extent necessary to its relationship with the Disclosing Party and then only with the authorization of an officer of the Disclosing Party. All records, files, materials and other Confidential Information obtained by Recipient Party in the course of its relationship with the Disclosing Party are confidential and proprietary and shall remain the exclusive property of the Disclosing Party or its Clients, as the case may be. Recipient Party shall not, except in connection with and as required by his performance of his duties under this Agreement, for any reason, use for its own benefit or the benefit of any person or entity with which it may be associated or disclose any such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the prior written consent of the Disclosing Party.

In the event Recipient Party is required by law, regulation, or court order to disclose any of the Confidential Information, Recipient Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority. Recipient Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Recipient Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the disclosed Confidential Information.

3. Non-Circumvention. Notwithstanding anything to the contrary in this Agreement, each Party agrees for itself and its affiliates and related parties that it will not engage in any action that will bypass, circumvent, avoid or obviate the other Party, either directly or indirectly, to avoid the payment of fees, participation, equity or commissions to the other Party, whether by a Recipient Party, a Client or any other third party, in connection with any project or transaction introduced to Recipient Party by the Disclosing Party which the other Party is lawfully permitted to receive. Neither Party shall interfere with, or deprive the other Party of any business opportunities disclosed pursuant to this Agreement or any relationship with Clients existing at the time of the disclosure of any Confidential Information.

4. Fees

The undersigned, promise and guarantee to pay referral fees of Three Percent (3%) of the total value of the Loan, for the benefit of Financial One being hereinafter called collectively the “beneficiaries” and individually a “Beneficiary”. The said referral fee shall be paid upon the successful closing of each and every new loan. Further, the said referral fees shall be paid in good, clean clear and unencumbered USD and delivered, via wire transfer, to our designated bank account coordinates.

These “Fees” are not unconditionally, assignable or divisible. These “Fees” shall endure to the benefit of the beneficiaries only, and shall be binding and enforceable upon your successors and assigns as the case may be.

5. Term. This Agreement shall become effective as of the date first written above, and the Parties’ obligations hereunder shall survive for a period lasting the longer of: (i) five (5) years from the date of this Agreement, or (ii) three (3) years after the disclosure of any Confidential Information from one Party to the other; provided, however, with respect to any trade secrets disclosed hereunder, the Recipient Party’s obligations hereunder shall survive so long as they remain trade secrets.

6. Restrictive Covenants and Enforcement.

A. Stipulations. The Parties stipulate and agree that: (i) adequate consideration exists for the restrictive covenants set forth in Paragraphs 2 and 3 of this Agreement (the “Restrictive Covenants”); (ii) the Restrictive Covenants are necessary to insure the preservation and continuity of the Disclosing Party’s business and goodwill; (iii) the time period(s) of the respective Restrictive Covenants are reasonable temporal restraints; (iv) the scope of the activities restricted by the Restrictive Covenants is reasonable; and (v) the enforcement of any of the Restrictive Covenants will not interfere with either Party’s livelihood.

B. Reformation. The Parties hereto intend all provisions of the Restrictive Covenants to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision of the Restrictive Covenants is too broad to be enforced as written, based on their duration, geographic limitations, scope of activities, or otherwise, the Parties intend that the court reform the provision to such narrower scope as it determines to be reasonable and enforceable. The Parties agree that each of the agreements set forth in the Restrictive Covenants constitutes a separate agreement independently supported by good and adequate consideration, shall be severable from the other provisions of this Agreement, and (with this Paragraph 5) shall survive the expiration or termination of this Agreement or the Parties’ relationship with each other.

C. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never constituted a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

D. Injunctive Relief. The Parties recognize that the obligations under this Agreement are of a special, unique and extraordinary character and the Parties acknowledge the difficulty in forecasting damages arising from the breach of any of the Restrictive Covenants and that the Disclosing Party may be irreparably harmed thereby. Therefore, each Party agrees that a Disclosing Party shall be entitled to elect to enforce each of the Restrictive Covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity to the Disclosing Party, including the recovery of damages from Recipient Party’s agents or affiliates involved in such breach.

In such action, the Disclosing Party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

7. **Headings.** The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

8. **Integration.** This Agreement constitutes the final understanding and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the Parties.

8. **Notices.** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent via nationally (Canada) or globally recognized overnight courier service to the address listed on the signature page of this Agreement.

9. **Counterparts.** This Agreement may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

10. **Governing Law, Jurisdiction, Venue and Waiver of Jury Trial.** This agreement is governed by and construed in accordance with the laws of Canada. Each party submits to the non-exclusive jurisdiction of the Province of Quebec.

11. **Payment of Costs and Legal Fees Upon Breach.** In the event suit is filed, the breaching Party shall be required to pay the non-breaching Party's costs and legal fees for breach if the non-breaching Party's claim and/or claims is/are upheld by an order of a court of competent jurisdiction prior or subsequent to trial or by stipulation or other settlement document whereby the non-breaching Party prevails on any and/or all of its claims against the breaching Party.

12. **No Third Party Benefit.** The provisions and covenants set forth in this Agreement are made solely for the benefit of the Parties to this Agreement and are not for the benefit of any other person, and no other person shall have any right to enforce these provisions and covenants against any party to this Agreement.

13. **No Waiver.** The waiver by any Party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first hereinabove written.

Company Name

By: _____

Date Signed: _____

Name: _____

Title: _____

Address: _____

Financial One

By: _____

Date Signed: _____

Name:

Title: