

EXECUTIVE CAPITAL FINANCE

UNSECURED PERSONAL CAPITAL FOR EXCELLENT CREDIT

PO Box 381, Newtown, Connecticut 06470 executivecapitalfinance@gmail.com executivecapitalfinance.com

MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Agreement is made by the registered Real Estate Developer (hereafter the "Client") and Executive Capital Finance (hereafter the "Company"). The Client and the Company (hereafter the "Party" or "Parties") hereby enter into this Agreement for the purpose of protecting the sources, lenders, investors, agents, buyers, sellers, business resources, work product, and other financial and business benefits of the Parties derived as a result of the Parties respective professional experience.

The Parties hereby agree as follows:

IN CONSIDERATION of the mutual benefits to be derived by the associated individuals or their affiliated companies, whereby they are the empowered agents, and the parties are mutually desirous of entering into various business transactions in cooperation with one another for their mutual benefits.

NOW THEREFORE, the parties agree to abide by the following terms and conditions set forth for that purpose:

1. Each of the Parties, separately and individually, hereby agree that he/she/they/it will not make any contact with, deal with, or be otherwise involved in any transaction or transactions with any institutions, corporations, companies, individuals or their agents who are sources, lenders, investors, borrowers, buyers, or sellers introduced or made known by the other Party or Parties to this Agreement, without specific and agreed to permission of the introducing Party.
2. This Agreement is a perpetuating Agreement for a period of one hundred twenty (120) months from the date accepted, and is to be applied to any and all transactions entertained by the Parties, whether or not introduced for this or any other financial transactions. The Parties hereby confirm that the identities of any introduced individuals and/or their companies are currently and in the future the property of the introducing Party, and shall remain so for the duration of this Agreement, and for a period of one hundred and twenty (120) months after any introduction is extended or transaction undertaken during the duration of this Agreement.
3. The Parties agree to keep confidential the names of any institutions, corporations, companies, individuals, or their agents, including sources, lenders, investors, borrowers, buyers or sellers introduced by the Parties or their associates and shall keep completely confidential their phone numbers, fax numbers, addresses and other pertinent information which may include without limitation certain economic theories, economic and mathematical models and financial information such as costs and pricing plans, trade and other discounts, commissions, residuals, product information, planning documents, market research, projections, marketing/advertising plans and programs, customer lists, employee information, business contacts, specialized technology, software, trade secrets, even the existence of negotiations or agreements between the Parties themselves, or with third parties, and such

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information is considered the property of the introducing Party. It will be the responsibility of the Parties to advise, instruct, and vouchsafe that their employees or associates maintain the same confidentiality.

4. Any controversy or claim arising out of or relating to this Agreement or to transactions covered by this Agreement, or any breach thereof, which is not settled between the Parties themselves, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, Which procedure and dealings shall take place in the State of Connecticut in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

5. It is understood that a Party cannot be adjudged to be in violation of this Agreement when the presumed violation is involuntary due to situations beyond his/her/they/its control; some evident examples being acts of God, civil disturbances, theft, or prior knowledge or possession of the privileged information on the contracts without the intervention, introduction, or assistance of one of the Parties. In the case of prior knowledge or possession of information regarding a specific source of, lending, investing, borrowing, selling, buying or other business activities, reintroduction of said source or sources shall adhere to the stipulations and agreements of this document for the specific transactions for which introduced and shall apply to any future dealings without the expressed consent and agreement of the parties involved.

6. This document shall be considered to include the corporation(s), company or companies, employee(s), consultant(s), principal(s), agent(s), associate(s), business relation(s), assignee(s), family and heirs of each Party to this document. The Parties to this document agree that no effort shall be made to circumvent this Agreement or the terms thereof in an effort to gain or avoid fees, commissions, remuneration or consideration of any kind, to the benefit of any one or more of the Parties of this document, while excluding equal or agreed benefit to any other of the Parties of this document.

7. Full disclosure of business dealings and arrangements, agreements for fees, commissions, remuneration or consideration between Parties to one or more of the Parties shall be required and shall adhere to the principles of this agreement.

8. The terms and conditions of this agreement shall ensure to the benefit of, and shall be binding on the Parties hereto, as well as their respective successors and assignees, and this document shall in no way be construed as an agreement of partnership in such a way that any of the individuals of the Parties of this document shall have any claims against any separate dealings, ventures, or assets of any other Parties commitment of liabilities in business or personal dealings or situations.

9. The essential spirit behind this agreement is one of mutual trust and confidence, and of reliance on such to do what is fair and equitable.

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10. The Parties agree that any notices that are required to be given under this agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of the Client or of the Company as set forth herein.

11. The Parties agree that any and all claims brought against each other must be filed for mediation or arbitration within two (2) years from the date of the incident for which the claim is filed. Any claim not filed within the aforementioned term shall be precluded as a valid claim.

This agreement is willfully entered into, as of the date first written above, by:

The Company:

Company: Executive Capital Finance LLC
Address: PO Box 381, Newtown, CT 06470

Printed Name:

Principal and Signatory
Date:

The Client:

Company:
Address:

Printed Name:

Principal and Signatory
Date: