

**NON-CIRCUMVENTION, NON-DISCLOSURE
AND WORKING AGREEMENT**

TRANSACTION CODE: ALL TRANSACTIONS AND CONNECTIONS

NOW, IN CONSIDERATION OF THEIR MUTUAL PROMISES, ASSERTIONS AND COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED HEREBY, THE PARTIES HERETO, BEING MUTUALLY DESIROUS OF WORKING TOGETHER FOR THEIR COMMON BENEFIT, FOR THEMSELVES PERSONALLY AS WELL AS FOR THEIR ASSOCIATED COMPANIES AND ASSOCIATES, AGREE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS:

1. THE PARTIES WILL NOT, IN ANY MANNER, DIRECTLY OR INDIRECTLY, SOLICIT OR ACCEPT ANY BUSINESS FROM SOURCES OR THEIR AFFILIATES, WHICH IS MADE AVAILABLE BY THE OTHER PARTY(IES) TO THIS AGREEMENT AT ANY TIME, OR IN ANY MANNER, WITHOUT THE EXPRESS PRIOR WRITTEN PERMISSION OF THE PARTY WHO MADE THE SOURCE AVAILABLE; AND
2. THE PARTIES WILL MAINTAIN COMPLETE CONFIDENTIALITY REGARDING EACH OTHER PARTY'S BUSINESS SOURCES AND/OR THEIR AFFILIATES, AND WILL DISCLOSE ONLY TO NAMED PARTIES PURSUANT TO THE EXPRESS WRITTEN PERMISSION OF THE PARTY WHO MADE AVAILABLE THE SOURCE, OR TO PARTIES TO WHOM THE DISCLOSING OF INFORMATION IS UNAVOIDABLE IN THE INTEREST OF THE ACCOMPLISHMENT OF THE TRANSACTION(S); AND
3. THE PARTIES WILL NOT IN ANY WAY WHATSOEVER, DIRECTLY OR INDIRECTLY, CIRCUMVENT, OR ATTEMPT TO CIRCUMVENT, EACH OTHER OR ANY OF THE PARTIES INVOLVED IN ANY OF THE TRANSACTIONS THE PARTIES ARE DESIROUS OF ENTERING INTO, AND WILL TO THE BEST OF THEIR ABILITIES ENSURE THAT THE ORIGINAL TRANSACTION CODES ESTABLISHED WILL NOT BE ALTERED; AND
4. THE PARTIES WILL NOT DISCLOSE ANY NAMES, ADDRESSES, TELEPHONE OR TELEFAX NUMBERS OR E-MAIL ADDRESSES OF ANY CONTACT REVEALED BY ANY PARTY TO THIRD PARTIES, AND AGREE THAT THEY EACH RECOGNIZE SUCH CONTACTS TO BE THE EXCLUSIVE AND VALUABLE CONTACTS OF THE RESPECTIVE PARTY, AND WILL NOT ENTER INTO ANY DIRECT OR INDIRECT NEGOTIATIONS OR TRANSACTIONS WITH SUCH CONTACTS REVEALED BY ANY OF THE OTHER PARTY(IES); AND
5. IN THE EVENT OF CIRCUMVENTION BY ANY PARTY(IES), DIRECTLY OR INDIRECTLY, THE CIRCUMVENTED PARTY SHALL BE ENTITLED TO A LEGAL MONETARY PENALTY EQUAL TO THE MAXIMUM ADVANTAGE IT COULD HAVE REALIZED FROM SUCH A TRANSACTION PLUS ANY AND ALL EXPENSES, INCLUDING LEGAL, THAT WOULD ARISE IN THE RECOVERY OF THESE FUNDS, PLUS FURTHER DAMAGES AS ATTRIBUTED.
6. ALL CONSIDERATIONS, BENEFITS, BONUSES, PARTICIPATIONS, FEES AND/OR COMMISSIONS RECEIVED AS A RESULT OF THE CONTRIBUTIONS OF THE PARTIES TO THIS AGREEMENT, RELATING TO ANY AND ALL TRANSACTIONS, SHALL BE ALLOCATED AS MUTUALLY AGREED TO, AND PAID IMMEDIATELY UPON THEIR RECEIPT OR ALLOCATION.
7. THIS AGREEMENT IS VALID FOR ANY AND ALL TRANSACTIONS AND INTRODUCTIONS BETWEEN THE PARTIES.