

Non-Disclosure Non-Circumvention Confidentiality Agreement

This **Non-Disclosure Non-Circumvention Agreement** is made between **REA CAPITAL** and

_____ referred herein as the "**Company**."

WHEREAS THE PARTIES acknowledge that in the course of business discussions of mutual interest the Company and REA CAPITAL enter into this agreement to grant access to confidential information for the completion of commercial business transactions with the clients of the Company and REA CAPITAL. Both parties understand and agree to protect and disclose only such confidential information required to complete the transactions and shall not in any way cause the circumvention or loss of business relationships, compensation and or create liabilities for REA CAPITAL or its associates:

In consideration of the covenants contained herein, the parties agree as follows:

1. Confidential Information: For the purposes of this Agreement, "Confidential information" means information about REA CAPITAL its suppliers', financiers', lenders' or clients, its business or activities that are proprietary and confidential, which shall include all business, financial, technical and other information by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential.

2. Signatures: The signatures of the parties to this agreement and any associates they represent hereby confirm that any corporation, organization, firm, company or individual of which the signatory is associated with (formally or informally) members of, principal, agent for or representative, employee of, or otherwise, who would benefit financially from an association with any of named parties is hereafter bound by this agreement.

3. Confirmation: The Company and each of named parties separate and individually and their associates hereby agree and understand all subsidiaries, employees, agents or consultants will not make any contract with, deal or otherwise enter into any transaction(s) with any banking or lending firm, institution, corporate investor(s) or individual(s), lenders or borrowers, buyers or sellers, introduced by REA CAPITAL or through its associates.

4. Guarantee: This agreement is a perpetuating guarantee from date filed in and affixed by the signature of the Company representative(s) executing this agreement and is to be applied to any and all transactions entertained by parties, including subsequent follow ups, repeat, or extended, or renegotiated transactions entertained by parties as well as to initial transactions. The parties hereby confirm the identities of any bank, institutions, corporations, individuals, and/or trusts, lenders, investors or borrowers, buyers or sellers, are currently property of the introducing parties and remain so for duration of this agreement.

5. Disclosure: Confidential Information shall not be disclosed or revealed by the Company to anyone else except the officers, directors, employees and professional advisors lenders of the Company who have a need to know the information in connection with the Company's evaluation of Confidential Information.

6. Term. This Agreement shall survive Five (5) years or until such time as all Confidential Information disclosed herein becomes publicly known and made generally available through no action or inaction of the Company.

7. Non-Circumvention: The Company nor REA CAPITAL shall not (a) make contact or contracts with, deal with or otherwise involve themselves in any manner with any third party or parties concerning the Confidential Information without the express prior written consent of the Company or REA CAPITAL, or (b) request, encourage, or cause any person, firm, partnership, association, corporation or business entity to withdraw, curtail or cancel a business relationship with REA CAPITAL or the Company which relationship existed prior to or during the Term. The parties agree that the foregoing restrictions are reasonable for the purpose of reserving good will and other proprietary rights. In the event that a determination is made by a court or other tribunal having jurisdiction over this Agreement that the above restrictions are unreasonable or otherwise unenforceable, then the provisions of such clause shall not be rendered void, but shall be deemed amended to apply to the extent such court or other tribunal may determine to be reasonable.

8. No Warranty: All Confidential Information is provided on an "as is" basis and REA CAPITAL or the Company makes no warranty, either express or otherwise, regarding its accuracy, completeness or performance.

9. No Obligation: Nothing herein shall obligate the Company or REA CAPITAL to proceed with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

10. Representations: Each party hereby expressly warrants that it has the full right and authority enter into this Agreement.

11. Due Diligence: Each party shall perform its Due Diligence to provide a valid borrower, loan request and or lender.

12. Compensation: It is hereby understood that REA CAPITAL and the Company will arrive at a mutually accepted method of receiving payment and compensation. Upon REA CAPITAL submission of a client / loan request to the Company, it is understood that REA Capital through its Funding Sources shall be the Direct contact / Lender / Consultant / Correspondent / Broker for the purposes of providing debt, equity financing and or venture capital for Company clients. Both REA CAPITAL and Company realize that each funding request is unique of its own and that no set form of compensation to either party can be completely determined until such funding request is reviewed by all parties. The Company through subsequent agreements or contracts cannot change or modify the client's relationship with REA CAPITAL and or the compensation due REA CAPITAL. All compensation agreements, due diligence fees, Legal fees, deposits, required payments or demands must be approved by an officer of REA CAPITAL before submission to Clients. All Term Sheets, Letters of Intents, Commitments, Loan Docs and proposals pertaining to the loan and payment of proceeds to clients and brokers must be copied, sent and approved by an officer of REA CAPITAL. Any deviation from this procedure is considered a breach of this agreement.

13. General. This Agreement constitutes the entire agreement between the parties with reference to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be modified except by a written amendment signed by all the parties. If any provision of this Agreement shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this Agreement. This Agreement is binding upon and shall inure to the benefit of the respective successors of the parties hereto. No party may delegate any duties or obligations contained in this Agreement without the prior written consent of the other party. Any purported delegation or other transfer of any such duties or obligations will be void and without affect. No failure or delay by a party to exercise any right, power or privilege under this Agreement shall be construed to be a waiver. The parties further agree that it would be extremely difficult, if not impossible, to ascertain an agreement of monetary damages should any party hereto breach this agreement. It is hereby agreed that as liquidated damages and not as a penalty, should any party or signatory hereto breach this agreement, they will pay to the aggrieved party or parties 100% of any reserves, and any cash or other consideration in any form, that is received from business done with or through the client furnished by agreed party.

14. Documentation: SIGNED FACSIMILE TRANSMISSIONS OF THIS DOCUMENT SHALL BE CONSIDERED AN ORIGINAL OF THE DOCUMENT, AND SHALL HAVE THE SAME EFFECT AND FORCE AS SIGNED HARD-COPY ORIGINALS OF THE DOCUMENT, AND SHALL BE BINDING AND LEGALLY ENFORCEABLE AS ANY FULL RECOURSE COMMERCIAL CONTRACT ISSUED UNDER THE RULES AND REGULATIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, AND SHALL APPLY BY REFERENCE HEREIN, RELATING TO NON-CIRCUMVENTION AND NON-DISCLOSURE; AND IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE CODES OF 1997, OR LATEST REVISION.

15. Essence: The spirit of this agreement is one of mutual trust, good faith, confidence and reliance on each to do what is fair and equitable. However, it shall be expected that each of named parties will employ all such conceivable safeguards as is normally offered matters of private and/or financial nature to the utmost of their ability. All properties subject to this agreement shall be attached as exhibits and shall be revised effective on the date indicated on such revision as to additional parties, property, or opportunities presented by parties.

16. Administration: It is agreed and understood that there are verified and recorded logs of all actions of all users on REA CAPITAL's computer servers and these may be used to substantiate claims, report actions and generate reports from time to time as an effort of good business and due diligence. These computers contain and constitute a factual and time stamped database of all usage, IP addresses, emails, form entries, lead contacts, selections, deletions, communications from REA CAPITAL, status reports, requests, introductions and all activities of users providing a history which is archived and can be addressed to substantiate claims in reference to any user within the network. REA CAPITAL records physical phone logs of conversations communications and data pertaining to and cross referencing all actions of users within the network to protect and promote the membership and protect the rights of each member in this enterprise.

17. IN WITNESS WHEREOF, the undersigned parties have read and understood the Agreement, knowingly and voluntarily agree to be bound by its terms and have executed this Agreement as of the date set forth below.

Company		REA Capital	
date	_____		
names(s)	_____	name	_____
signature(s)	_____	signature	_____