



**Mutual Non-Disclosure, Non-Compete, Non-Circumvention and General Engagement Agreement**

THIS AGREEMENT (the "Agreement") is made between, ("Client") and 877 Financial Inc. ("Advisor") regarding the project indicated below.

Whereas, Advisor is in the business of providing advice, financing and introductions leading to the financing of projects and the Client seeks to establish a business relationship with the Advisor where such business advice and introductions may result in fully or partially financing Client's projects, both parties enter into this Agreement understanding this stated "Purpose" as specifically applied to the Project identified herein.

In consideration of the mutual promises and covenants contained in this Agreement, Client's disclosure of confidential information to Advisor, and Advisor's disclosure of confidential information to Client, the parties hereto agree as follows:

(A) Confidential Information and Materials

1. "Confidential Information" means non-public information that either Client or Advisor designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased business plans, product or service development plans, the marketing or promotion of any products, business policies or practices, information received from others that either Client or Advisor is obligated to treat as confidential, and contact information of individuals or companies met.
2. "Confidential Information" shall not include that information defined as Confidential Information above that one party can conclusively establish: (I) entered the public domain without the party's breach of any obligation owed the other party; (ii) became known to the party prior to the other party's disclosure of such information to first party; or (iii) became known to first party from a source other than the other party, other than by

the breach of an obligation of confidentiality owed to the other party.

3. "Confidential Materials" shall mean all tangible materials containing "Confidential Information", including without limitation written or printed documents and computer memory storage such as disks, tapes and memory sticks, whether machine or human readable.
- (B) Restrictions
1. Neither party shall disclose any Confidential Information to third parties for five (5) years following the date of its disclosure by either party, except as provided below.
  2. Both parties shall take reasonable security precautions, at least as great as the precaution it takes to protect its own confidential information, to keep confidential the Confidential Information of the other party. Either party may disclose Confidential Information only to that party's employees or business associates on a need-to-know basis. Each party shall execute appropriate written agreements with its employees and business associates sufficient to enable it to comply with all of the provisions of this Agreement.
  3. Neither party shall directly or indirectly, own, manage, operate, participate in, misappropriate or use any Confidential Information, or be connected as a director, officer, shareholder, partner, joint venture, employee, consultant, or otherwise engage in any business that misappropriates or uses any of the Confidential Information to compete with or cause injury to the other party, or usurps the business opportunities of the other party related to the Confidential Information.
  4. Confidential Information and Materials may be disclosed, reproduced, summarized or distributed only in pursuance of the parties' business relationship and only as otherwise provided there under. Both parties agree to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.
  5. In consideration of the fact that any business accounts and relationships gained from having presented and marketed the Client's product, materials or services have been gained in large



part due to the facilitation of the Advisor, in order to protect the interests of the Advisor, any accounts approached, reserved or secured by virtue of such utilization shall become a part of the Advisor's proprietary "Confidential Information" as that term is defined in this Section.

(C) Rights and Remedies

1. Both parties shall immediately report to the other party upon discovery of any unauthorized use or disclosure of Confidential Information or Materials, or any other breach of this Agreement by either party, and will cooperate with the other party in every reasonable way to help the affected party regain possession of the Confidential Information or Materials and prevent its further unauthorized use or disclosure.
2. Either party shall return or destroy all originals, copies, reproductions, electronic representations and summaries of Confidential Information or Materials at the other party's oral or written request.
3. Either party may enter or visit the other party's premises, with 48 hours prior notice and during normal business hours, to review that party's compliance with the terms of the Agreement.
4. Subpoena or Court Order. In the event either the Client or Advisor is required by subpoena or other court order to disclose Confidential Information, that party shall (a) notify the other party sufficiently in advance of such requirement so that it may seek a protective order, or equivalent, with respect to such disclosure; and (b) disclose only that portion of Confidential Information that is required to be disclosed.

(D) Non-Competition & Non-Solicitation

1. No Conflicting Agreements. Both Advisor and Client represents that neither has not brought, and will not bring, to the other, and will not use in the performance of its responsibilities for the other, any materials or documents of a former associate that are not generally available to the public, unless express written consent has been granted by the associate for the possession and use of such materials or documents for the specific purposes proposed.
2. Moreover, both parties represent that its performance of this Agreement and the

performance of its duties and obligations does not and will not breach any agreement or relationship of trust and confidence either party may have with any third party, whether oral, written or implied.

3. Both Client and Advisor agree that neither has entered into and will not enter into any agreement in conflict with this Agreement.

(E) Non-Solicitation of Employees.

1. Both Client and Advisor acknowledge that the other party has invested substantial time, effort and expense in training and assembling its staff and independent advisors.
2. In order to protect that investment by both the Client and Advisor, both agree that during the term of this Agreement and for a period of two (2) years thereafter, the Client and Advisor will not hire any employees or independent advisors of the other party and will not either directly or indirectly solicit, induce, recruit or encourage any of the other party's employee's or independent advisors to terminate their employment, or take away such employees or independent advisors, or attempt to solicit, induce, recruit, encourage or take away employees or independent advisors of the other party, either on the party's own behalf or for any other person or entity.

(F) Non-Solicitation of Customers.

1. During the term of this Agreement and for a five (5) year period following its conclusion, both the Advisor and the Client will not solicit, divert, take away, attempt to take away, or aid in the solicitation of for the purpose of offering a competing product or service, whether directly offered by the party or indirectly through a competitor, any client or customer of the other party that has been active within the last twenty-four (24) months of the term of this Agreement, regardless of the client or customer's location.
2. Both the Advisor and Client also agree not to enter into a contract with or accept employment from, instruct, aid, consult with, finance or cause any other person, firm, partnership, corporation or other entity to do anything this Agreement prohibits the party from doing.

(G) Covenant Not to Compete.

1. Both Advisor and Client agree that, if this Agreement is terminated for any reason, worldwide, both parties shall refrain from



engaging in any and all activities competing for the business that is the specific "Purpose" of this Agreement for a period of two (2) years from the effective termination date.

- Both parties agree and acknowledge that the duration, geographic area and scope of activities restricted under this Covenant not-to-compete are reasonable and necessary to protect each party's legitimate business interests.

(H) Non-Circumvent.

- Both Client and Advisor shall not directly or indirectly, own, manage, operate, participate in, misappropriate or use any Confidential Information, or be connected as a director, officer, shareholder partner, joint venture, employee, advisor, or otherwise engage in any business that misappropriates or uses any of the Confidential Information to compete with or cause injury to the other party, or usurps the business opportunities or clients related to the Confidential Information.

(I) Miscellaneous

- Ownership.** All Confidential Information and Materials are and shall remain the property of the disclosing party and by disclosing information to the other party, the disclosing party does not grant any express or implied rights to any patents, copyrights, trademarks, or trade secret information.
- Full Disclosure.** Both parties shall disclose to the other all related agreements pertaining to the specific Purpose of their business relationship.
- No Warranties, Best Efforts, Good Faith.** Neither party makes any warranties as to any outcomes of this business relationship or as to any specific performance but shall use its best efforts and good faith during this business relationship.
- Expenses.** Each party is responsible for its own expenses associated with performing items in this Agreement.
- Integration.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- Amendments or Modifications.** This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
- Written Waiver Only.** None of the provisions of this Agreement shall be deemed to have been

waived by any act or acquiescence on the part of either party its agents, or employees, but only by an instrument in writing signed by an authorized manager or officer.

- General Waiver.** No waiver of any provision in this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- Specific Waivers.** Either party may, in writing, give the other party special permission granting actions prohibited by this agreement at any time. Any such permission shall be specific and shall not modify future interpretations of this agreement.
- Attorney Fees.** If either Client or Advisor employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.
- Jurisdiction.** This Agreement shall be construed and controlled by the laws of the State California, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of California. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by California Statutes.
- Successors And Assigns.** Subject to the limitations set further in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assignees.
- Sever-ability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- Surviving Obligations.** All obligations created by this Agreement shall survive change or termination of the parties' business relationship as stipulated in this Agreement.
- Termination.** This Agreement shall be on an indefinite basis, continuing until terminated for any reason by either party by providing thirty (30) days written notice.
- Warranties of Authority.** Each party warrants and represents that they have the authority to enter into this Agreement.
- Indemnification.** Both Client and Advisor shall



# 877 FINANCIAL

www.877financial.com  
The official sponsor of your success.

468 N Camden Drive Ste 369P  
Beverly Hills, CA 90210  
Ph: (310) 295-9648  
Fax: (323) 843-9905

indemnify and hold one another harmless from any judgement resulting from any breach of any warranty or representation or agreement made by that party. In the event that either party is subject to any claim or is named as a defendant in any suit involving the other party and arising from this Agreement, then the other party agrees to reimburse the first from any legal expenses including attorney fees that the first party shall incur.

- 18. No Partnership or Agency Formed. This Agreement is not a partnership between or a joint venture by the parties and neither party is the agent of the other. This Agreement is not for the benefit of any third party, whether or not referred to herein.
- 19. Notices. All notices shall be in writing and shall be given by return receipt. All notices shall be deemed given 48 hours after the date mailed or transmitted electronically.
- 20. Paragraph Headings. The headings contained in this Agreement are included solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement nor shall they affect the rights of the parties.
- 21. Completion. All parties, by signing this Agreement, represent that they each have fully read and fully understand each and every provision hereof. Each party agrees to honor, and be bound by each and every term of this Agreement.

PROJECT:

ACCEPTED BY Client:

Name:  
Address:  
City / State / Zip:  
Phone:  
Email:

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

ACCEPTED BY Listed Intermediaries:  
Date / Name / City / State / E-Mail / Signature:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED BY Advisor:

Michael Smith  
468 N. Camden Dr. Suite 369P  
Beverly Hills, CA 90210  
310-295-9648  
cfo@877financial.com

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date