



NON-DISCLOSURE NON-CIRCUMVENTION AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20____, by and between Global Resource Broker , LLC (“GRB”), a Delaware limited liability company with a principal place of business in Miami, FL and (Individual Name) _____, (and/or Business) _____ who’s address is _____ and /or their corporations and subsidiaries (“hereinafter referred to as the “the Client”).

Together ("the Parties") these parties shall also be inured to include any parent, subsidiary, affiliate entity or person such as employees, partners , directors, associates, agents, advisors any other form of representative of such party.

For and in consideration of the mutual representations herein provided, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope** During the contemplated relationship the Parties will be receiving information regarding the business of the other respective Party, including research, technology data, business strategy, general business activities and partnering groups. Given the proprietary nature of such information, the parties hereby agree to use the information subject to the limitations set forth in this Agreement. The parties contemplate entering into, or participating in, one or more business transactions including the borrowing of funds or formation of a joint venture or purchase from one or more of GRB’s Exclusive Clients including investors, lenders buyers or sellers collectively hereinafter (the “Confidential Source”).

2. **Confidential Information and Circumvention.** The Parties acknowledge that they will have access to and become acquainted with sensitive and confidential information communicated by the other respective Party. This information will be regarding the Disclosing Parties partners and its business, including, but not limited to, trade secrets (technical and non-technical), know-how, technology, data, reports, models, developments, copyrights (registered and unregistered), client lists, contractors, partnering groups, and any other proprietary information (the "Confidential Information"). Proprietary information is any information which is not generally known to the general public. Receiving party will assume that all information disclosed which has confidential stamped in the body or written on the header, as such confidential information. The Parties acknowledges that the confidential information has been developed or acquired by the other respective Party through the expenditure of substantial time, effort, and capital cost and serves to provide that Party with an advantage over its competitors. The Parties hereby agree that the Confidential Information may only be disclosed to: (a) any other party with prior written consent given by the signatory of the confidential information source Party to this Agreement (b) employees of that respective source Party and employees or affiliates of the respective Party who has received such confidential information and who have a need to know and are bound by this Agreement. The Parties assume responsibility for any breach of this Agreement by any of its employees or representatives and agrees to take all reasonable measures to restrain its employees and representatives from prohibited or unauthorized disclosure or use of the Confidential Information in a manner which is

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detrimental to the business of the other respective Party. Upon termination of this Agreement, the Client shall surrender or destroy all confidential information disclosed by papers, documents, writings, and other property produced by or on behalf of the other respective Party or coming into the Party's possession hereunder.

The Parties agree that any agreements, conversations or communications whether written or verbal which the Party shall have with any group or person introduced by or affiliated with the other respective Party to this Agreement, all notes and information of such conversation shall be conveyed to the other respective Party within 24 hours after that agreement, conversation or communication has occurred or been drafted, in order to provide the other respective Party with knowledge of the ongoing discussions, and that prior to finalization of any agreement and or signatures on such agreement, that the other respective Party shall be copied on said agreement and that Party has agreed in writing to allow such agreement to take place. The Parties agree that at the written notice of any disagreement with any agreement to take place between either of the Parties and any party, person or group introduced to that Party by the other respective Party that the signing Party shall terminate said agreement or make suitable alterations to said agreement so as to make it acceptable to the introducing Party.

3. **Non Circumvention.** The Client, will not attempt to circumvent GRB directly or indirectly in regards to matters relating to the subject business or to negotiate with the Confidential Source or make any use of the Confidential Information of the other party, except through express written consent of the Consultant and/or after having entered into a commission agreement. Any violation of this covenant shall be deemed an attempt to circumvent, and the Client violating this covenant shall be liable for damages.

The Client will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of GRB. The parties also will not to make use of a third party to circumvent this Agreement.

The parties agrees in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should have realized from such a transaction had such transaction closed plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.

3. **Term and Scope.** This Agreement shall terminate within 5 years. The Scope of this Agreement shall be worldwide and enforceable in any jurisdiction.

4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to conflicts of laws principles thereof.

5. **Disputes.** Any dispute, controversy, or claim arising out of or relating to this contract, breach, termination, or validity thereof, shall be settled by competent courts in the State of Florida. Upon the application of either party to this Agreement, whether or not an arbitration proceedings has yet been initiated, all courts having jurisdiction hereby are authorized to: (a) issue and enforce in any lawful manner, such as a temporary restraining order, preliminary injunction, and other interim measure of relief as may be necessary to prevent harm to a parties interest or otherwise, may be appropriate pending the conclusion of proceedings pursuant to this Agreement; (b) enter and enforce in any lawful manner such

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judgments for permanent equitable relief as may be necessary to prevent harm to a party's interest or otherwise, may be appropriate following the issuance of arbitral awards pursuant to this Agreement. The prevailing Party in any legal proceeding based upon this Agreement shall be entitled to reasonable attorneys' fees and court costs, in addition to any other recoveries. Any order or judgment rendered pursuant to the arbitration may be entered by any court having jurisdiction.

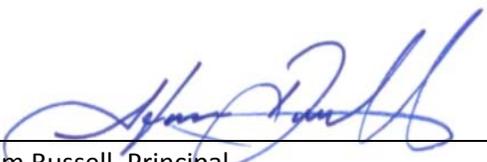
6. **Amendment: Assignment.** This Agreement may not be altered, modified, or amended, except pursuant to a written instrument executed by all parties hereto. Neither party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party. Any attempt to assign this Agreement without such consent shall be voided.

7. **Severability.** In case any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, all other provisions in this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Such invalid, illegal, or unenforceable provisions shall be given effect to the maximum extent then permitted by law.

8. **Execution: Counterparts.** This Agreement may be executed simultaneously in one or more counterparts. Each counterpart shall be deemed an original and all of which together shall constitute one and the same instrument. If only one party executes this Agreement during the 48 hour signing window, this Agreement shall be considered null and void. A facsimile signature shall be effective in all respects. Fax copies of this Agreement are sufficient to bind the Party 1 so long as the senders TDI # is correctly displayed at the top of the fax sheet. The final original shall contain both parties signatures either via fax or electronic.

IN WITNESS WHEREOF, the Parties hereby agree to the provisions of this Agreement and the tenants of its spirit and affirms this by duly executing this Agreement effective as of the day and year above first written.

Party 1: **Signature (Global Resource Broker, LLC)**

By: 
Adam Russell, Principal

Party 2: **Signature (Client)**

By: _____
Printed Name: _____
Company: _____
Title: _____
Date: _____