



NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

NON-CIRCUMVENTION AND NON DISCLOSURE (“NCNDA AGREEMENT”) is effective upon the latest date of signatures below by and between Maximuch Authorized Agent (Name)_____ with his/her/its registered place of business at _____

_____ (hereinafter referred to as the “MAXIMUCH AGENT” which expression shall, unless it is repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART

AND

(NAME and DESIGNATION): _____ representing a Company registered in (Country) _____ with its registered office at _____

(hereinafter referred to as the “CLIENT” which expression shall, unless it is repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART

Each of the MAXIMUCH AGENT and CLIENT , individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organizations, hereinafter referred to as the “PARTIES”.

1. RECITALS

The Client is furnishing certain Confidential Information (as defined in section 3 of the NCNDA AGREEMENT below) which is proprietary in an effort to engage in securing funding through the Maximuch. The parties are willing to disclose Confidential Information for a limited purpose, and subject to the terms and conditions set forth in this NCNDA AGREEMENT.

2. PURPOSE

The Parties to this NCNDA AGREEMENT desire to engage in discussion regarding present and/or potential future business relationships. In connection with these discussions, it may be necessary and/or desirable for the Parties to provide each other, confidential information and the Parties hereby agree that they are bound by an obligation of confidentiality. The Parties believe, and hereby agree, that the confidential information has significant value that would get diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this NCNDA AGREEMENT are a condition to the Parties’ willingness to engage in business discussions. The Parties agree that they shall not use any advantages deliverable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document.

CLIENT

MAXIMUCH AGENT

WITNESS



NCNDA

It is agreed that each signing party shall be held responsible and liable in case of a breach of this NCNDA AGREEMENT both in a professional as well as personal capacity.

3. CONFIDENTIAL INFORMATION

“CONFIDENTIAL INFORMATION” shall include and shall be deemed to include, all information conveyed by the mutual Parties orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation financing programs and methods, data, know-how, contacts, contracts, software, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, financial reports, information obtained from previous or current participants who participated in programs of either Party, and information relating to transactional procedures. To the extent the Confidential Information is disseminated or exchanged by both Parties, such information shall be confidential to both Parties. The Parties agree to Keep confidential the names of any institutions, corporations, companies, individuals or their agents, including lenders, borrowers, buyers, sellers introduced by the signatories, or their associates, and shall keep completely confidential their phone numbers, fax numbers, addresses, and their pertinent information which may include without limitation 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 signatories themselves or with Third Parties and such information as considered the property of Maximuch Capital Services. It will be the responsibility of the Parties to advise, instruct, and vouchsafe that their employees maintain the same confidentiality.

4. OBLIGATION OF CONFIDENTIALITY

The Parties agree that when receipt of Confidential Information has occurred:

- a) The recipient shall not disclose or communicate Confidential Information to any third party, except as herein provided and will protect such information from disclosure by reasonable means.
- b) The recipient shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- c) The Parties shall permit access to its Confidential Information to the recipient’s agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purpose of the Recipient(s) evaluating, contemplating, recommending, or engaging in any service offered by Maximuch Capital Services and only if said agent’s employees, or third parties:
 - 1) Reasonably require access to the Confidential Information for purposes approved by this NCNDA AGREEMENT, and

CLIENT

MAXIMUCH AGENT

WITNESS



NCNDA

- 2) Have been apprised of the NCNDA AGREEMENT and the Parties' obligation to maintain the trade secret status of Confidential Information and to restrict its use as provided by the NCNDA AGREEMENT.

5. NON-CIRCUMVENTION

The Parties hereby agree that will not, directly or indirectly, contact, deal with or otherwise become involved in any entity or any other entities or parties introduced, directly or indirectly by or through the other party, its officers, directors, agents, or associates without the specific written approval of Maximuch.

6. SERVICES

Subject to the terms and conditions of the NCNDA AGREEMENT, Interactive services will consist of the following:

- a) Consult with the Client regarding structuring and offering options for the Institutional Investment/ Financing;
- b) Engage in discussion with contacts of Interactive regarding the Institutional Investment/ Financing;
- c) Advise and assist the Client as requested by the Client, in its negotiation of the financial aspects of a transaction; and
- d) Secure funding for the Institutional Investment/ Financing.

7. NO REPRESENTATION

The Parties understand that Maximuch Capital Services makes no representation or warranty to the accuracy of the information it provides to the recipient(s). The Client agrees that neither Maximuch nor any of its advisors, representatives, agents or employees shall be held liable for the utilization of Confidential Information which results from the Recipient(s)'s use of said information.

8. TERM

The NCNDA AGREEMENT shall, by mutual consent of the Parties, remain in force and effect for a period of two (2) years or twenty four (24) months from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto. The term will automatically renew unless one of the Parties provides written documentation to terminate this MCS NCNDA AGREEMENT.

9. JURISDICTION

The Jurisdiction of this NCNDA AGREEMENT shall be construed, performed and enforced in accordance with, and governed by, the internal laws of England and Wales, without giving effect to the principles of conflicts of law thereof. The prevailing party (as determined by the Court) shall be entitled to recover

CLIENT

MAXIMUCH AGENT

WITNESS



from the other party all costs and expenses, liquid damages, including but limited to attorney fees, incurred in enforcing its rights under the arbitration process.

10. BASIS OF INFORMATION AND MANAGEMENT ACTIONS

The Parties acknowledge that they obtain a wide variety of information from numerous sources, and the recommendations, advice or business actions developed or carried out by Maximuch are based upon the professional judgment of the Parties, its employees, representatives, and agents. The Parties acknowledge that Maximuch does not guarantee the results of any of its business actions, except as required under the terms of this NCNDA AGREEMENT. Prior to making any financial decisions the signing parties are advised to seek professional legal and financial advice.

11. EXCLUSIONS TO THE MCS NCNDA AGREEMENT

The NCNDA AGREEMENT shall not apply to fund raising efforts previously undertaken by the Client, funding sources identified independent of Maximuch, or personal individual investors already known to the Client prior to the NCNDA AGREEMENT. However, the Client must notify Maximuch, in writing, of their previous fundraising efforts and identified funding sources prior to Maximuch making any introductions on behalf of the Client.

12. ENTIRE MCS NCNDA AGREEMENT

This NCNDA AGREEMENT sets forth and constitutes the entire NCNDA AGREEMENT and understanding of the Parties with respect to the subject matter hereof. The NCNDA AGREEMENT supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this NCNDA AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have individually and by their duly authorized representatives executed and delivered this NCNDA AGREEMENT, to be effective as of the date first written above.

<p>NAME OF MAXIMUCH AGENT:</p> <p>ADDRESS:</p> <p>DATE:</p> <p>PLACE:</p>	<p>SIGNATURE WITH SEAL</p>
---	----------------------------

<p>NAME OF CLIENT:</p> <p>COMPANY NAME:</p> <p>DATE:</p> <p>PLACE:</p>	<p>SIGNATURE WITH SEAL</p>
--	----------------------------

CLIENT

MAXIMUCH AGENT

WITNESS