



**MUTUAL NON-CIRCUMVENTION &
NON-DISCLOSURE AGREEMENT**

The parties to this agreement are:

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Inversionistas Privados / ERP, Inc. (“IP/ERP”) and,

NAME _____

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE/FAX _____

EMAIL ADDRESS _____

Hereafter referred to as the (“signatory”) including its affiliates, heirs, assigns or successor companies, corporations or partnerships that is currently or in the future is associated with the signatory or signatory Principals.

1. **Declarations.** Pursuant to a formalized relationship between the signatory and **IP/ERP**, the parties want to do business with one another and agree to the following terms and conditions. The signatory contacts include all of their contacts, clients, lenders, consultants, unions, insurance companies, private accredited investors, and private lenders (hereinafter referred to as “signatory Contact(s)”). **IP/ERP** is not a Lender but is a boutique commercial brokerage and consulting firm. Whereas, **IP/ERP** is engaged in the business of financial services consulting, including but not limited to, the arranging of funding, loans, financing, contracts, consulting services and representation, which includes **IP/ERP** making **IP/ERP** contacts available to the signatory. The **IP/ERP** contacts include Lenders, underwriters, brokers and their specific network contacts, and sources that have delegated underwriting authority and have specific strategic relationships with certain of the following: domestic and international banks, investment banks, lenders, unions, insurance companies, capital and credit companies, hedge funds, pension funds, private accredited investors, and private lenders (hereinafter referred to as “**IP/ERP** Contact(s)”).

2. **Authority.** It is agreed by our signatures that we confirm that we have full authority to execute this Agreement. By signatures and execution of this agreement, each of the named parties agree that any corporation, firm, company, individual and/or the like in which either signee is a principal or partner, and/or for which the signee is an agent, officer, employee, or the like is bound by this Agreement.

3. **Term.** This Agreement is to be and remain in full force and effect commencing with the date of the execution of this Agreement and for a period of no less that sixty (60) months from either the date of termination of this Agreement or from the date of the first funding and/or closing that occurs through a **IP/ERP** Contact as a result

of this Agreement, whichever is shorter. This Agreement is to be fully applicable to any and all transactions, present and future, resulting from the **IP/ERP** introduction of the **IP/ERP** Contact to the signatory, including any and all subsequent, follow-up, repeat, extended, renegotiated and new transactions that occur during the term of this Agreement.

4. Non-Disclosure. Whereas, it is normally required to make valuable confidential disclosures by each party hereof to each other (hereinafter referred to as “Confidential Information”) in order to realize and/or complete the transaction(s) indicated above, it is understood that the parties involved in and to this Agreement may learn valuable information from one another. This includes, but is not limited to, the names, addresses, email, telephone numbers, websites, and the like, of domestic and foreign banks, lenders, unions, pension funds, capital and credit companies, foundations, advisors, trusts, private lenders, insurance companies, sources, investors, brokers, and/or clients. It is agreed that the Confidential Information introduced by either of the parties to the other is the property of the introducing party unless the other party proves that they have had prior business involvement and written and/or email communication with said contact or **IP/ERP** Contact. Each party agrees to keep all Confidential Information of the other party confidential. Each of the parties will not disclose any Confidential Information of each other to third parties, except those directors, brokers, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business, hereinafter known as a “Required Third Party”. The party who is given Confidential Information agrees that they will have any Required Third Party sign a Non-Circumvention and Non-Disclosure Agreement. Each of the parties agree that they will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. The measures shall include the highest degree of care that each of the parties utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other in writing of any misuse of such Confidential Information of the other that may come to its attention.

5. Non-Circumvention. Commencing with the date of the execution of this Agreement, the signatory and **IP/ERP** agree to not make any contact with, solicit or otherwise be involved in any transaction(s) with regard to any Contact that **IP/ERP** introduces to the signatory or that the signatory introduces to **IP/ERP**, without the express written permission of the introducing party. It is agreed that the Contact information introduced by either of the parties to the other is the exclusive property of the introducing party, unless the other party proves that they have had prior business involvement and written and/or email communication with said contact or **IP/ERP** Contact. The signatory and **IP/ERP** agree to not communicate with, negotiate or participate in any transaction or funding with any Contact that **IP/ERP** introduces to the signatory or that the signatory introduces to **IP/ERP**, without the introducing party’s involvement and written agreement. Each party agrees to copy each other on all written and/or email communication to and from the signatory’s client. This applies to all transaction(s) entertained by the parties hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, regardless of the success of the project.

6. Best Efforts. **IP/ERP** will use a “best efforts” basis to work to secure said funding for signatory and/or Client of the signatory. Signatory understands and agrees that there is no guaranty given by **IP/ERP** that any application or effort by **IP/ERP** will result in a successful funding or that a **IP/ERP** Contact or **IP/ERP** Lender/Investor will issue a funding commitment. Each party agrees that they shall not bear liability or responsibility for any loss, damage, claim, liability or expense to each other whatsoever unless such loss, damage, claim, liability or expense shall arise from a breach of the terms of this agreement by the party committing the breach. This shall include by reason of signatory’s acceptance or rejection of any person or

entity or **IP/ERP** Contact proposed by or introduced to the signatory by **IP/ERP**. Signatory agrees to hold **IP/ERP** harmless and agrees that **IP/ERP** shall not be liable for any consequential damages suffered by signatory to any funding request that is denied by any **IP/ERP** Contact sources for any reason whatsoever. It is understood that **IP/ERP** is an independent financial consultant, and is not authorized to make any financial commitments on behalf of any **IP/ERP** Contact or **IP/ERP** Lender/Investor.

7. **Remedy.** In the event of disclosure or circumvention by any party covered by this Agreement, it is agreed and guaranteed that a legal monetary penalty equal to the maximum fee or profit the circumvented party should have realized in and from such transaction, including, but not limited to, punitive damages and the like shall and will be paid by the party engaged in such disclosure or circumvention. Further, in the event that any legal proceeding commences to enforce and/or interpret the terms of this Agreement, then in that event and in addition to any other aforementioned compensation, the prevailing party shall be entitled to any costs and reasonable legal/attorney fees and expenses. The parties shall be entitled to all appropriate relief, including injunctive and other equitable relief, to enforce the provisions of this Agreement.

8 **Independent Contractor.** It is understood that each party is an independent contractor and no agency relationship is created by this Agreement. Each party is responsible to pay its own withholding, unemployment compensation, worker's compensation, social security and/or other similar Federal, state, or local taxes.

9. **Termination.** Either party may terminate this Agreement by providing 30 days written notice to the other party at the address or fax of record as provided for in this document (which address may be updated by written notice from time to time as occasion warrants). Consistent with foregoing provisions herein, such notice of termination will initiate the sixty (60) month period during which the remaining provisions herein are still in effect, unless such sixty (60) month period has been initiated earlier by occurrence of a funding and/or closing as provided for in Paragraph 3 herein. Further, such remaining provisions shall also be in effect for any pending transactions for which discussions are under way at the time of the termination notice.

10. **Assignment and Delegation.** Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposals, and actual agreements, written or oral. Neither of the parties may individually alter, amend, nor modify this Agreement except by an instrument in writing signed by both parties, or their duly authorized representatives.

12. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13. **Paragraph Headings.** The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

14. **Notices.** It is agreed that all email flyers, notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by fax, email, overnight courier, or certified mail, postage prepaid, and addressed to the known individual or corporate addresses.

15. **No Waiver of Rights.** Either party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.

16. **Faxed Copy.** 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. It shall be binding and legally enforceable as any full recourse commercial contract.

17. **Right to Rely.** The signatory understands and acknowledges that **IP/ERP** has the right to rely on the material and information provided by the signatory and that the representations made by the signatory are without error and are an accurate and true representation of the facts.

18. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

19. **Governing Law and Venue.** This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Puerto Rico.

I/We, the undersigned, do hereby guarantee the aforesaid **MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT** and agree to be bound by its terms.

Executed on this _____ day of _____, 20____.

ACCEPTED BY SIGNATORY:

Company Name

Printed Name, Title

Signature

ACCEPTED BY IP-ERP, Inc.:
Inversionistas Privados / ERP, Inc.
Eric Roche, CEO, President
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(787) 690-7337
Email: info@iperp.com
Web: www.iperp.com

Eric Roche, CEO, President