

NON-CIRCUMVENTION AGREEMENT

This Non-Circumvention Agreement (this "Agreement") is entered into as of this ____ day of _____, 200__, and is by and between _____ ("Presentor") and _____ ("Presentee"), together with each of Presentor's and Presentee's officers, directors, shareholders, agents, employees, consultants, attorneys and affiliates.

RECITALS

WHEREAS, Presentor has a business investment opportunity which it desires to present to Presentee and any and all other opportunities relating to or derived from such opportunity (the "Opportunity"), and intends to assist Presentee with respect to the Opportunity; and

WHEREAS, Presentee has an investor (the "Investor") who is interested in participating in the opportunity; and

WHEREAS, Presentor desires and Presentee agrees that prior to identification of the Opportunity by Presentor and the Investor by Presentee, each of Presentor and Presentee must agree to certain non-circumvention and nondisclosure covenants; and

WHEREAS, Presentee desires to be presented with the opportunity to acquire the Opportunity and Presentor desires to present the opportunity to the Investor.

NOW, THEREFORE, for good and adequate consideration, the receipt of which is hereby acknowledged, the parties hereto, agree as follows:

ARTICLE I NON-CIRCUMVENTION

Section 1. **Further contacts with the Opportunity (Non-Circumvention).** Presentee agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, the Opportunity or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the Opportunity, or any other property or properties whose identity was revealed through the efforts of Presentor, unless such approval is specifically granted in written form by Presentor on a case-by-case basis. Presentee further agrees not to undertake any transaction or a series of transactions of any kind with the Opportunity or to collect any fees in connection with the Opportunity without the express prior written agreement of Presentor, which agreement may be withheld in Presentor's sole discretion.

Section 2. **Trade Secrets.** Much of the business information communicated to Presentor by Presentee and by Presentee to Presentor may be trade secrets to such party. Each of Presentee and Presentor agrees to preserve the secrecy of said information. All information which becomes known through the course of business conducted by and between Presentor and Presentee shall be deemed trade secrets. Said trade secrets include, but are not limited to, prepared information packages; financials; related documents; names of potential acquisitions, intermediaries, contacts and deal sources; deal structures and financial considerations. Each of Presentee and Presentor agrees to preserve and protect the secrecy and confidentiality of such information and shall disclose same to no third party without the express written permission from the other. This prohibition shall be enforced from the date of this agreement and for a period of five years thereafter.

Section 3. **Applicability of Agreement.** Presentor and Presentee both agree that the provisions of this Agreement extend to the employees and officers of their respective companies/businesses. Said principals further agree to provide the requisite internal security of the subject data within their respective organizations.

ARTICLE II MISCELLANEOUS

Section 1. **Dispute Resolution.** In the event of any dispute, controversy, or claim related to or arising from the terms of this Agreement, the parties hereto hereby agree that any such dispute, controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Said arbitration shall be conducted in Orange County, California, by a single arbitrator. Such dispute resolution shall be in accordance with the applicable substantive laws of the state of California. The prevailing party shall be entitled to all fees and costs arising therefrom, including, but not limited to, attorney's fees and costs.

Section 2. **Authority.** Each of Presentor and Presentee hereby represents that it has full right, power and authority to execute this Agreement and to perform the actions contemplated hereby. Upon execution of this Agreement, each of Presentor and Presentee hereby binds its representatives and heirs and all subsidiaries and firms affiliated with Presentor or Presentee, as the case may be, under the terms of this Agreement.

Section 3. **Integration and Severability.** This Agreement constitutes the entire agreement between the parties hereto regarding the transactions contemplated hereby. In the event a term or terms of this Agreement is/are held to be unenforceable or unlawful, the remaining terms of this Agreement shall continue in full force and effect.

Section 4. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, or by telecopier transmission, with verification of the transmission received by the sender, to the parties as set forth below or at such other place as either party may, by written notice to the other, direct:

If to Presentor:

Facsimile No.: _____

Attn: _____

If to Presentee:

Facsimile No.: _____

Attn: _____

Any party hereto may change the address designated for mailing by written notice to the other party. All such notices shall be deemed to be given when delivered in person or telecopied, or if placed in the mail as aforesaid, then four days thereafter.

Section 5. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, including telecopy facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 6. **Amendments.** This Agreement may only be amended, supplemented, or otherwise altered with the express written consent of all parties hereto.

The Parties hereto, agreeing to be bound, hereby execute this Agreement effective the date first set forth above.

PRESENTOR

By: _____
Name: _____
Title: _____

PRESENTEE

By: _____
Name: _____
Title: _____