

Non-Circumvention, Non-Disclosure & Working Agreement

Date: _____

WHEREAS, the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts.

WHEREAS, the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as "*AFFILIATES*").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

I. Terms and Conditions:

A. The parties will not in any manner solicit, nor accept any business in any manner from sources not their Affiliates, which sources were made available through this Agreement, without the express permission of the party who made available the source and,

B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the source; and,

C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected and,

D. That they will not disclose **names, addresses, email address, telephone and fax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and,

E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the parties to this agreement, unless written permission has been obtained from the other party(ies) to do so. For the sake of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.

F. That 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 realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

G. All consideration, 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.

H. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from the date hereof.

II. NCND Agreement to Terms

A. Signatures on this Agreement received by the way of Facsimile, Mail and/or Email shall be deemed to be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

III. Accepted and Agreed Without Change

Broker Company: 111 Capital Inc.

Broker Company: _____

Broker Name: Jim Kakuuchi

Broker/Agent Name: _____

Address : 1820 W. Carson St. Suite 204

Address : _____

Torrance, CA 90501

Phone #: 310-218-8126

Phone #: _____

E-mail: info@111capitalusa.com

E-mail: _____

DRE #: 01384705

DRE #: _____

Signature: _____

Signature: _____