

**Non-Circumvention, Non-Disclosure And Confidentiality Agreement**  
**Creative Financial Solutions**  
**152 W. Crooked Lake Dr. Kalamazoo, Mi. 49009**  
**Phone (800)259-9861 / Fax (866)364-1457**

THIS AGREEMENT entered into on this \_\_\_\_ day \_\_\_\_\_, 200\_\_ is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and Confidentiality between Creative Financial Solutions/Marc Faulkner whose office is at 152 W. Crooked Lake Dr. Kalamazoo, Michigan 49009 and \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_ herein after, called the "The Parties."

The Parties with this agree to respect the integrity and tangible value of this agreement between them.

In regards to purchasing or selling secured notes, land contracts, deeds of trust and mortgages.

THIS AGREEMENT is a perpetuating guarantee for five (5) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission.

Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

The Parties agree that due to the many variables surrounding each Business

Financial Transaction that will occur because of this agreement, the commission to be paid and/or

X \_\_\_\_\_ X \_\_\_\_\_

the fee structure between the Parties can vary. A separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before all Business/Financial Transactions.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

The parties will construe THIS AGREEMENT in accordance with the laws of the State of Michigan, County of Kalamazoo. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto.

Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

For: Creative Financial Solutions/Marc Faulkner

X \_\_\_\_\_

For: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_(Signatures)

Please fax back to (866)364-1457