

## Confidentiality and Non-Circumvention Agreement

THIS CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (this "Agreement") entered into as of this \_\_\_\_\_, 2013, between TDL CAPITAL Investments, LLC, and \_\_\_\_\_ including its employees, agents and representatives.

- The parties agree that in the course of doing business together, each will disclose to the other certain confidential and proprietary information, such as relating to financial information, clients, business concepts, business strategies, business opportunities, business relationships, fees and/or sources of capital and/or financing.
- Each party hereto agrees not to circumvent, avoid, bypass or obviate the other party directly or indirectly to avoid payment of fees or commissions in any transaction, or interfere with or usurp any earning opportunity related to and/or following being introduced to a client, business concept, business strategy, business opportunity, business relationship and/or source of capital by either party to the other.
- Each party agrees the confidential and proprietary information disclosed is valuable and will protect said information and use it for the sole purpose of achieving each party's mutually agreed upon goals.
- Each party agrees that any information one party gives to the other will not be passed to any other person or company except to further mutual goals and if so requested, to require a similar confidentiality/non-disclosure agreement from the "other person or company" if and when the confidential information is passed.
- Each party agrees any information that is, or later becomes, public knowledge other than by breach of the provisions of this Agreement, or was known to either party on a non-confidential basis prior to its disclosure is not covered by this Agreement.
- Should this Agreement be breached, either directly or indirectly, the injured party shall be entitled to actual damages equal to the maximum earnings, fee or commission it should have received, as well as punitive damages plus 100% of its attorney fees incurred to remedy the breach.
- This Agreement will remain in effect for twenty four (24) months from the date of the signature below.
- This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona.
- This Agreement shall bind the parties personally, their heirs, successors, assigns, associates, affiliates, employees, agents, partners, related brokers, investors and all companies to which the parties may be related.
- Facsimile transmission of this document, signatures and amendments are deemed to be legally binding and equal to a hard copy original.

|                         |      |                |      |
|-------------------------|------|----------------|------|
| Signed                  | Date | Signed         | Date |
| TDL CAPITAL Investments |      | /              |      |
| Name / Company          |      | Name / Company |      |
| 2353 E Baseline Road    |      |                |      |
| Address                 |      | Address        |      |
| Gilbert, AZ 85234       |      |                |      |
| City State Zip          |      | City State Zip |      |