

**Advanced Commercial Credit International (ACI) Limited**

Canadian Office: Suite #300. 1600 Bedford Highway, Bedford, NS Canada B4E1E8  
With offices in Michigan, Illinois, and Florida

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**NON DISCLOSURE & NON-CIRCUMVENTURE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **Advanced Commercial Credit International (ACI) Limited**, and

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**ADDRESSES:**

The office address of the Applicants is,

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and Advanced Commercial Credit International (ACI) Limited, Canadian Office: Suite #300. 1600 Bedford Highway, Bedford, NS Canada B4E1E8 Toll free: (902) 888-755-8355; Telephone: (902) 468-1981; Fax: (902) 484-7081

**WHEREAS**, the parties designated above are mutually desirous of transacting various business dealings in co-operation with one another, for their mutual benefit and enjoyment. Whereas it is agreed that none of the parties will contact in any manner a third party who was introduced by the other party of this agreement. Now and therefore, the parties agree to abide by the following terms and conditions set fourth for that purpose.

1. Neither of the parties will attempt to contact, deal with or in any manner solicit the source introduced by any of the parties above named and/or their affiliated companies, individuals, agents, assignees, trustees, or executors at any time or any manner, without the written consent of the party introducing the source.
2. The parties will maintain complete confidentiality regarding each others business source and will only disclose such sources to named parties pursuant to the expressed **written permission** of the party having introduced the same.
3. Allowing due and full regard to the proceeding paragraphs (1 & 2) the parties hereto may release from each other in writing from the terms and conditions of the agreement only for the purpose of a third party, required for which may be required for the fulfillment of their contractual obligations to each other, if and when and only thereafter a **NON DISCLOSURE AND/OR NON-CIRCUMVENTION AGREEMENT** has been duly executed by the parties hereto, there by making the third party a party to in fact to this agreement, attendant with all the obligations constraints and understanding by which the original two parties are bound and further having their duly authorized officer execute such joint agreement.

4. This agreement is a perpetuating agreement for **2 (years)** from the date affixed below and is to be applied to any and all transactions entertained by the parties, regardless of the success of the project.

5. The parties hereby agree to keep completely confidential the names of any brokers, agents, buyers, sellers, representatives, lending institutions, corporations, organizations, individuals or groups of individuals introduced by either party. Such identity shall remain confidential in this transaction and during the term of this agreement and shall include any telephone numbers, addresses, fax numbers, e-mail addresses, etc. Such information is considered the property of the party providing the same, its assignees and/or designees.

6. In no way will the signatory to this agreement contact, mail, phone, fax, e-mail or close any business with the entities that Advanced Commercial Credit International ACI Limited has introduced to this signatory or related company, without Advanced Commercial Credit ACI Limited being the middleman and therefore getting compensated.

7. Any violation to the proceeding 6 (six) paragraphs, shall be settled in the courts of the Province of Nova Scotia and if determined that either party has violated this provision, I/we hereby agree to remunerate the other party, it's assignees and designees the full amount of remuneration it would have received had it been involved with the transaction, regardless if I/we received any remuneration, plus all courts costs, attorney's fees and other charges and damages deemed fair by the courts.

8. This NDA will be applicable to each lender / investor that we introduce and will specifically be detailed in Exhibit "A" as attached.

**The signatories below further affirm that they have all the power and authority to sign on behalf of their respective companies, organizations, groups, or as individuals. A faxed copy of this agreement will serve in every respect as an original.**

**AGREED TO:**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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**Advanced Commercial Credit International (ACI) Limited**

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Exhibit "A"

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