

CONFIDENTIALITY/NON-CIRCUMVENT AND NON-COMPETE AGREEMENT

This Confidentiality, Non-Circumvent and Non-Compete Agreement (this "Agreement") is made as on the _____ day of _____, by Orlando Birbragher with a notice address at 8002 Ponce De Leon road ,Miami , Florida 33143 USA, and BBVI Consulting, S.A. with a notice address of Calle 43 Edif de Colores, Piso 13, Ofc 13C, Bella Vista Panama City ("Disclosing Parties", "is", "BBVI" and "our") and,

Company Name: _____ ~or~

Individual Name: _____

with a notice address of: _____

("Recipient" or "you"). Each of Disclosing Party and Recipient may also be referred to herein as a "Party," and collectively as the "Parties."

RECITALS

- A. The Disclosing Party and Recipient have initiated or intend to initiate discussions concerning the possibility of entering into a mutually advantageous business relationship (the "**Limited Purpose**").
- B. Such Limited Purpose shall be for the evaluation of receiving party's assets, contacts and ability, by the Disclosing Party for the potential introduction of Disclosing Party's coveted hedge funds other commercial relationships in regard to:

Project Name: _____

- C. To facilitate the disclosure of certain Confidential Information and business ideas including the stock loan and other loans business (as outlined above, and further defined below) by the Disclosing Party to Recipient, the Parties desire to enter into this Agreement.

AGREEMENT

Now therefore, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by reference, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Non-Disclosure and Restricted Use of Confidential Information.

- (a) Recipient shall keep in strictest confidence and trust all Confidential Information and, except upon the express prior written consent of Disclosing Party, Recipient shall (i) not disclose any Confidential Information to any other entity or person, and (ii) use the Confidential Information solely as necessary to implement the Limited Purpose and not for Recipient's own benefit or for the benefit of any other entity or person. Recipient shall take all reasonable safeguards to prevent the disclosure or misuse of the Confidential Information, including without limitation such measures as the Recipient takes to safeguard its own confidential information, and shall not disclose, whether in writing or verbally, photocopy, transcribe or otherwise reproduce or modify any of the Confidential Information except as necessary to implement the Limited Purpose or otherwise upon the express written consent of the Disclosing Party.
- (b) Recipient may disclose the Confidential Information to Related Parties on a "need to know" basis only. Recipient shall inform all Related Parties who have access to the Confidential Information that such Confidential Information is confidential and proprietary to Disclosing Party and shall require each such Related Party to agree to restrictions and obligations at least as strict as those set forth herein prior to disclosure of any Confidential Information. Recipient shall diligently enforce any and all confidentiality agreements with Related Parties and shall be responsible and liable for any breach of the confidentiality obligations and restrictions on use set forth herein by any Related Party.
- (c) The obligations of Recipient stated in the preceding paragraphs of this Section 1 shall not apply to information that (i) is or becomes generally known or available to the public through no wrongful act of the Recipient; (ii) was in the Recipient's possession at the time of disclosure or receipt, as evidenced and verified by prior tangible evidence, and was not acquired under an obligation of confidence; (iii) Recipient demonstrates was rightfully received by it from a third party after the time it was disclosed or obtained hereunder, provided that such third party was not under an obligation of confidence with the Disclosing Party at the time of the third party's disclosure to Recipient; (iv) is independently developed by Recipient without use of or reference to the Confidential Information and without breach of this Agreement, as evidenced and verified by prior tangible evidence; or (v) is required to be disclosed in a judicial or administrative proceeding, or as otherwise required to be disclosed by law, in any such case after all reasonable legal remedies for maintaining such information in confidence have been exhausted, including, but not limited to, giving Disclosing Party as much advance notice of the possibility of such disclosure as practical so Disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure. Recipient shall provide Disclosing Party with written notice no less than five (5) days prior to the disclosure or use of any information of Disclosing Party pursuant to this Section 1(c), subsections (i) through (v).
- (d) Recipient shall (i) notify Disclosing Party immediately of any unauthorized possession, use or knowledge of the Confidential Information, (ii) promptly furnish Disclosing Party full details of such possession, use or knowledge, and

(iii) cooperate with Disclosing Party against third parties as may be deemed necessary by Disclosing Party to protect its proprietary rights in the Confidential Information.

2. **Non-Circumvention.**

- (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 written authorization of the Party who made available the source; and,
- (b) The Parties will maintain complete confidentiality regarding each other's 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 disclose names, addresses, email addresses, telephone numbers to any contacts by either Party or third Parties and that they each recognize such contacts as the exclusive property of the respective Parties and that they will not enter into any direct negotiations or transactions with such contacts revealed by the other Party; and,
- (d) 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, or Parties, to do so. The Parties also undertake not to make use of a third Party to circumvent this clause.
- (e) 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.

3. **Non-Compete for Business Purposes.** The Recipient, company and individuals shall not compete in any way by setting up a competing business that is same or similar to the stock loan business that The Disclosing Party is introducing the Recipient to. Further, the recipient will not be able to use any of the ideas, manuals, policies, hedge funds, or any other proprietary information in anything other than benefitting the Disclosing Party and the Recipient. (including use of our marketing and/or training manuals.) The Disclosing Party will not contact any of Recipients contacts or customers directly without informing the Recipients.

4. **Non-Disparagement:** During the Term of this agreement and thereafter, the Parties agree to take no action which is intended or would reasonably be expected to harm their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity.

5. **Term of Agreement.** This Agreement shall be effective as of the date of first disclosure of Confidential Information and may be terminated, without cause, with respect to future disclosures upon thirty (30) days prior written notice to the other party; provided however, that all rights and obligations accrued prior to such termination shall survive the termination of this Agreement. Notwithstanding anything herein to the contrary, the nondisclosure obligations and restrictions on use with respect to any Confidential Information shall continue and bind Recipient for a period of ten (10) years after the date of the last disclosure of Confidential Information hereunder, except that the nondisclosure obligations and restrictions on use with respect to any Confidential Information that constitutes a trade secret shall continue in effect for so long as the Confidential Information remains a trade secret under applicable law. Any termination or expiration of this Agreement shall be without prejudice to the rights of Disclosing Party against Recipient in respect of any claim or breach of any of the provisions of this Agreement.

6. **Return of Confidential Information.** Recipient shall return to Disclosing Party, or at Disclosing Party's request, destroy, and shall cause its Related Parties to return or destroy, the Confidential Information and all copies, transcriptions or other reproductions of, and any notes relating to, the Confidential Information, including without limitation, any memoranda, photocopies, computer files and libraries, computer-generated data or other similar repositories or archives, upon (i) the accomplishment of the purpose for which the Confidential Information was provided, or (ii) receipt of a written notice from Disclosing Party requesting return or destruction of the Confidential Information, and upon request, shall provide to Disclosing Party written certification signed by an officer of Recipient that it has complied with the foregoing.

7. **Accuracy and Completeness of Confidential Information.** Notwithstanding anything to the contrary, Disclosing Party shall not be deemed to have made any representation or warranty to Recipient concerning the accuracy or completeness of any Confidential Information, except to the extent that such representation or warranty may be expressly set forth in a definitive written agreement concerning any subsequent business relationship.

8. **Independent Contractors.** Neither this Agreement, nor any terms and conditions contained herein, will be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are independent contractors each acting for its own account, and neither is authorized to make any commitment or representation, express or implied, on the other's behalf.

9. **Remedies.** Recipient acknowledges and agrees that Disclosing Party would be irreparably harmed if any of the Confidential Information were to be disclosed to third parties, or if any use were to be made of the Confidential Information other than that specified in this Agreement, and further agrees that Disclosing Party shall have the right to seek and obtain injunctive relief upon any violation or threatened violation of the terms of this Agreement without the necessity of posting bond or other security, in addition to all other rights and remedies available to Disclosing Party at law or in equity.

10. **Indemnity.** Recipient shall indemnify Disclosing Party for and against all damages, losses, claims, costs (including reasonable attorneys' fees), expenses and liabilities, suffered or incurred as a direct or indirect result of Recipient failing (whether intentionally or not) to fully comply with its covenants and obligations under this Agreement, including by virtue of any act of any Related Party.

11. **Entire Agreement.** This Agreement sets forth the complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that Disclosing Party may have under trade secret, copyright, patent, trademark or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

12. **Amendments.** No amendment or waiver of any term of this Agreement shall be effective unless such amendment or waiver is in writing and is signed by each of the parties hereto.

13. **Assignment.** Recipient shall not assign or transfer, in whole or in part and whether by contract or operation of law, this Agreement, or any rights or obligations hereunder, without the prior written consent of Disclosing Party. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective representatives, successors and assigns.

14. **Arbitration in the event of dispute, Attorney's Fees and Venue**

The Parties shall endeavor to settle any dispute, controversy or claim arising out of or in relation to this Agreement including the existence, validity, interpretation, performance, breach, circumvention or disclosure of confidential information, by Recipient, either directly or indirectly. FBC shall be entitled to equitable relief, as well as a legal monetary penalty equal to the maximum services fees it should realize from such transactions, including all legal expenses and costs in the recovery of funds, including attorneys fees.

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Florida, County of Broward. Notwithstanding the foregoing, Recipient hereby irrevocably and unconditionally agrees that any controversy arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, either the United States District Court for the Southern District of Florida, or, if such court will not accept jurisdiction, the jurisdiction of any court of competent civil jurisdiction sitting in Broward County, Florida.

Recipient also irrevocably and unconditionally consents to the service of any process, pleadings, notices or any other papers by United States mail to its last known address.

15. **Severability.** If any provision of the Agreement shall be held by a court competent jurisdiction to be illegal, invalid or unenforceable, the parties hereby authorize the court to modify such provision to the minimum extent necessary to effectuate the parties' intentions and the remaining provisions shall remain in full force and effect.

16. **Liquidated Damages.** All parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of the no disparagement or confidentiality provisions set forth in this Agreement, respectively. Therefore, Recipient and the Disclosing Party agree that, in the event it is established, that Recipient has violated any such provisions; Recipient shall pay to the Disclosing Party, as liquidated damages, 5% of closing price for any deals that are closed between any party brought about pursuant to the Limited Purpose of this Agreement. Recipient and the Disclosing Party further agree that this liquidated damages provision represents reasonable compensation for the loss, which would be incurred by the Disclosing Party due to any such breach. Recipient also agrees that nothing in this section is intended to limit the Disclosing Party's right to obtain injunctive and other relief as may be appropriate. Recipient and the Disclosing Party further agree that at the option of the Disclosing Party, the Recipient shall give up 50% ownership of the Recipients business or company for any violations of this agreement.

By: _____
Orlando Birbragher ("Disclosing Party")
As Authorized Representative
of BBVI Consulting SA
6610 N University Dr., Suite 220
Tamarac, Florida 33321 USA

By: _____
("Recipient") Signature (personally and corporately)
Print Name: _____
Company name: _____
Email: _____