



MUTUAL NONCIRCUMVENTION & NONDISCLOSURE AGREEMENT

This mutual no circumvention and nondisclosure agreement (“Agreement”), dated as of _____

by and between:

MSI Capital Group, Inc. 3270 Blazer Parkway, Suite 202. Lexington, KY 40509

and **Second Party:**

WHEREAS the above named parties wish to cooperate with each other whereas the First party will help with the arranging of financing for the Second party, hereinafter referred to as the subject business

WHEREAS the parties mutually recognize that in the transaction of the subject business, each may learn from the other (including associates, agents, relatives, heirs or assigns) the identity, address and or telephone numbers and other means of access thereto of clients, brokers, sellers, financiers and /or bank or trust contacts and other pertinent miscellaneous contacts (hereinafter referred to as “confidential sources”) which, the other party acquired by the investment of time, expense and effort.

AND WHEREAS the parties further mutually recognize that in the transaction of the subject business, each may learn from the other proprietary information about documents, product information, sources of goods, loan sources, and other pertinent miscellaneous information (hereinafter referred to as “confidential information”), which the other party acquired by the investment of time, expense and effort. Now, therefore in consideration of the mutual promises set forth herein, each party covenants and agrees with the other as follows:

1. That all confidential sources and confidential information of each party are valuable property and shall be and remain the property of each party.
2. The parties agree not to circumvent, avoid, bypass or obviate each other, directly or indirectly, to avoid payment of fees, commissions or other forms of compensation, in any transaction with any corporation, partnership, individual or other confidential sources, revealed by either party to the other, in connection with pursuing the subject business.
3. That no party (including associates, agents, affiliate and/ or representatives of such party) will attempt, directly or indirectly, to contact the other party’s confidential sources on matters relating to subject business or negotiate with the confidential sources or use confidential information of the other party, except through such other party.
4. Each party agrees that neither such party (including associates, agents, affiliate, and/ or representatives of such party) will disclose to any third person or entity any confidential sources or confidential information of the other party obtained in the transaction of the subject business, without agreement of the parties herein.
5. If, in any event, either party on disclosure of the other party’s confidential sources, has had communications or contact within the past twelve months or is having communications or contact presently with the confidential source related to the subject business, said party must disclose within fifteen business days said previous working relationship and show written proof of such relationship.
6. The parties agree that the following information shall not be considered confidential information:

_____ Initials

Initials _____

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- a) Information which, at the time of disclosure to the receiving party, is in the public domain by written publication;
 - b) Information which, after disclosure to the receiving party, becomes part of the public domain by written publication through no fault of the receiving party.
 - c) Information which the other party can show by written document was within its possession at the time of disclosure to it and was not acquired directly or indirectly from the disclosing party:
 - d) Information which the receiving party can show was acquired after disclosure to it from a third party who did not receive it directly or indirectly from the disclosing party and who did not require the receiving party to hold such information in confidence.
7. Each party agrees with the other that upon breach of this agreement, the party breaching will pay the other party:
- a) The noncircumvention or nondisclosure damages, if any, which include but are not limited to loss of income, commissions, finders fees or other revenues plus;
 - b) All consequential loss/or damages sustained by the non breaching party by reason of the breach, plus;
 - c) All expenses incurred in enforcing any legal remedy and/or right(s) based upon or arising out of this agreement, plus;
 - d) Reasonable attorney's fees.
8. Each party agrees with the other that neither party can be considered or adjudged to be in breach of this agreement when the breach is involuntary due to circumstances beyond their control, including but not limited to, court proceedings, acts of God, civil disturbances, theft.
9. Each party agrees with the other that essentially, the spirit behind this agreement is one of mutual trust and confidence and reliance on each other to do what is fair and equitable and to act in good faith.
10. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement shall be governed by, and construed in accordance with the laws of the State of Kentucky and incorporates all laws and regulations relating to noncircumvention and nondisclosure of the United States or any other governmental entity having jurisdiction thereof.
11. This Agreement shall be binding upon the parties, their heirs, successors and assigns for a period of one year or for the duration of a transaction that may be completed between the parties from the Effective date of this Agreement IN

WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date:

First Party

Second Party

By:

By: _____

Its: Executive Loan Officer

Its: _____