



NON-CIRCUMVENTION, NON-DISCLOSURE FEE AGREEMENT

This Non-Circumvention, Non-Disclosure, and Fee Agreement is by and between those parties set forth below in the signature lines at the end of this Agreement dated as of the latter signatory date. The Parties shall collectively be referred to as the Parties and individually referred to as a Party. During the course of the discussions, a Party may have become and may continue to become privy to, have access to, receive or inspect certain information, documents, analyses, proprietary information, pricing schedules, strategies, customer information, financial and business information relating to the other Party and its/their business, assets, operations, guidelines, products, loan portfolio source information or financial condition and other matters which the Parties deem confidential. The information exchanged between the Parties is hereinafter collectively referred to as "Confidential" Information.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledge, the Parties agree as follows:

- 1. Confidentiality.** The Parties agree not to use any of the Confidential Information for any purpose other than the pursuit of the Transaction. The Parties agree that they will not and will direct their respective Representatives not to disclose to any person any Confidential Information without the prior written consent of the Party making disclosure of the Confidential Information. Each Party agrees, at its own expense, to take all reasonable measures, including, but not limited to court proceedings, to restrain its Representatives from unauthorized disclosure of the Confidential Information and shall be responsible for any breach of this Agreement by its Representatives. TERMS of this Agreement are for a maximum of two (2) years after the last funding property
- 2. Non-Circumvention.** Each Party and their Representatives agree not to contact the other Party except through their designated Representative unless they have been authorized otherwise.
- 3. Verification of Data.** No representation is made by the Representative or Intermediary Representative(s) as to the accuracy of the information and materials provided. Representative(s) agree to thoroughly review and independently verify the information and materials provided. The representative is advised to seek the appropriate professions for legal, tax, environmental, and other specialized advice concerning matters affecting the Transaction.
- 4. Disputes** The Representative(s) will be entitled to all remedies provided by law, including but not limited to injunctive relief or damages. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing Party reasonable attorney fee, costs, and expenses.
- 5. General Provisions.** No failure or delay in exercising any right hereunder will operate as a waiver thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which shall together constitute a single agreement binding on all parties.



6. Interpretation. It is the purpose of this Agreement to protect the Confidential Information and to ensure that the Parties have adequate remedies and are compensated as a result of the disclosure of the Confidential Information. The Parties intend that the scope and enforcement of this Agreement be interpreted broadly to protect the use and exchange of the Confidential Information.

7. Consulting Fees. When a pre-approval has been provided by the lender and executed by the borrower, there will be an irrevocable fee that is equal to two (2%) of the LOC. There will be an additional fee of one (1%) from every draw made from LOC. The Consultation Fee will be paid to Lenderborg Enterprise Network Dynasty, LLC, a Florida Limited Liability Corporation. (Hard Money Investors Fees run from 3% to 5% it all the depends on the lender taking the risk)

BORROWER'S UNCONDITIONALLY, IRREVOCABLY, AND ABSOLUTELY ACKNOWLEDGE THIS AGREEMENT.

Borrower Initial Here: _____

8. Entire Agreement. This constitutes the entire Agreement between the Parties with respect to the subject matter hereof. All prior discussions, correspondence, memoranda, etc., are hereby merged into and superseded in their entirety by this Agreement.

(B) ** If this document has been signed by ANY parties in this transaction, this document is NOT to be omitted from the transaction OR legal recourse will be taken

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Borrower:

Company Name:

Principal Name & Title:

Company Address:

Company Phone:

Email

Address:

Signature:

Date:

Borrower's Marketing Agent:

Company Name:

Phone:

Marketing Agent's Name:

Email:

www.lend10x.com
info@lend10x.com