

# U.I.G FACTORS, CORP

16300 N.E 19th Ave

SUITE 112

North Miami Beach, FL 33162.

Tel.-(305) 940-1559

## NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

In consideration of the mutual benefit to be derived by the associated and/or affiliated companies, individuals, agents, assignees, designees, trustees or executors, be it understood;

WHEREAS, the parties are mutually desirous of transacting various business transactions in cooperation with one another for their mutual benefit and,

WHEREAS, it is agreed that neither of the parties will contact in any manner a third party introduced by the other party to this agreement,

NOW THEREFORE, the parties are to abide to the following terms and conditions set forth for that purpose.

### ARTICLE I

This is to confirm that each of the named signatories, separately, and individually, hereby agree that he/she/they will not make any contact with, deal with or otherwise be involved in any transaction(s) with any banking or lending institutions, trusts, corporations, companies or individuals, lenders or borrowers, buyers or sellers introduced by another of the signatories, separately or individually, without specific and agreed permission of the introducing signatory or signatories.

### ARTICLE II

This agreement is a perpetuating guaranty for five (5) years from the date affixed below and it is to be applied to any and all transactions executed by the signatories including subsequent follow-up extended or re-negotiated transactions regardless of the success of the project. The signatories hereby confirm that the identity of the banks, lending institutions, corporations, individuals, trust companies, lenders or borrowers, buyers or sellers are currently, and in the future, the property of the introducing signatory or signatories and shall remain so for the duration of this agreement.

### ARTICLE III

The signatories hereby agree to keep completely confidential the names of any banks, lending institutions, corporations, individuals or group of individuals, lenders or borrowers, buyers or sellers introduced by any of the named signatories or their associates. Such information (including telephone numbers, addresses, telex or TWX numbers as well as other pertinent information) shall remain confidential during the transaction and during the duration of this agreement. Such information is considered the property of the introducing signatory or signatories and I/we agree to discuss the same among ourselves in order to determine, by mutual agreement, as to what shall be disclosed and what procedure to use.

### ARTICLE IV

Any controversy or claim arising out of/or in relation to this document/contract, or the breach thereof, and which is not settled between the signatories themselves, shall be settled by arbitration in accordance with the guidelines of the American Arbitration Association; with a hearing to take place either in Orlando or any other location selected by mutual agreement. A judgment upon the award rendered by the arbitrator(s) may be appealed in any court having jurisdiction thereof including the award to the aggrieved signatory or signatories, such award being related to the total remuneration received as the result of all the business conducted by the parties covered by this agreement plus any and all court costs, attorney fees, and any other costs or charges necessary to adjudicate the controversy in addition to any and all damages deemed fair by the arbitrator(s) on the total amount of the disputed transaction(s).

### ARTICLE V

It is understood that this agreement is a reciprocal one between the signatories concerning their privileged information and contracts.

### ARTICLE VI

It is also understood that a signatory cannot be considered and adjudged to be in violation of this agreement when the violation is involuntary due to situations beyond his/her control such as Acts of God, civil disturbances, theft or prior knowledge or

possession of the privileged information on contact(s) without the intervention or assistance of one or more of the signatories. In the case of prior knowledge or possession of information regarding a specific source of borrowing, lending or other business activities; re-introduction of said source or sources shall adhere to the stipulations and agreements of this document (applies to the specific transaction(s) and/or arrangements proposed at the time of said re-introduction) and shall not necessarily apply to future dealings without the expressed consent and agreement of the parties involved.

#### ARTICLE VII

This document shall be considered to include the corporation's, companies, divisions, subsidiaries, employees, consultants, principals, agents, associates, business relations and assignee's family and heirs of each signatory of this document.

#### ARTICLE VIII

The signatories of this document agree that no effort shall be made to circumvent this agreement of the agreed terms in an effort to gain fees, commissions, remuneration's, or any special consideration for the benefit of one or more of the signatories of this document while excluding the other signatories of their benefits.

#### ARTICLE IX

Business dealings, fee agreements, and arrangements for commissions and remuneration's to be split between the introduced parties and the undersigned, shall be fully disclosed, understood and adhered to this agreement.

#### ARTICLE X

This document shall in no way be construed as being an agreement or partnership in such a way that any of the individual signatories of this document shall have any claim against any separate dealings, ventures or assets of any other signatory nor shall any signatory be liable for any other signatory's commitment, liabilities in business or personal dealings or situations.

Essentially, this agreement is geared to achieve mutual trust and confidence on each other to do what is fair and equitable.

U.I.G. FACTORS CORP “AGREED & ACCEPTED”

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Mark Romero  
CEO

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

S.S. #: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

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