

**NON-DISCLOSURE AND NON-CIRCUMVENTION / REFERRAL AGREEMENT**

**1. Summary:**

This Non-Disclosure and Non-Circumvention / Referral Agreement (the "Agreement") is hereby entered into for the mutual interest and benefit of the signatory parties named below, who wish to explore, consult and transmit privileged and confidential business information between the parties which involves "Business Opportunity".

\_\_\_\_\_ and **360 Enhancers Corporation** agree that they will not disclose confidential information (more fully described in Section 3 Agreement Definitions) to any third party, the names of Source One Business Funding (lender/agent), and/or prospective borrowers, without the written permission of the other party. This "Agreement" shall be interpreted and applied pursuant to the laws of the State of California. If any dispute arises out of, or in connection with the "Agreement" described herein, and/or any aspect of the negotiations relating thereto, the parties agree that they will submit said dispute to binding arbitration under such laws under the State of California. The parties also agree that in such arbitration, the prevailing party shall be entitled to their full costs of suit, including all reasonable attorneys fees, and that interest on any and all funds deemed due as calculated from the original date when such funds should have been paid, plus the costs of collection, if any.

Referral compensation shall be considered earned by \_\_\_\_\_, for a period of Two (2) years, upon compensation earned, after superior expenses, and received by **360 Enhancers Corporation**, if compensation is earned as a result of a loan funded by or through \_\_\_\_\_.

The amount of the referral compensation shall be a minimum of 25% (twenty-five percent) of all net fees received by **360 Enhancers Corporation** (after superior expenses), under the above terms, to a maximum of 25% (twenty-five percent) of 1 (One) Point of the loan amount,

**2. The Parties:**

This Agreement, which shall be made by and between the following Individuals, entities, and or Business Associations:

(A) **Mr. Vincent L. Coniglio, President, 360 Enhancers Corporation and**  
\_\_\_\_\_

(B) The above named parties may substitute or direct their individual compensation to business entities, corporations, or other defined organized recipients at their sole discretion.

### **3. Agreement Definitions:**

"Confidential Information" shall mean any information, data or know-how disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), which, if in written, graphic, machine readable or other tangible form is marked by the Disclosing Party as "Confidential" or "Proprietary" or which if disclosed orally or by physical demonstration, **(3a)** is identified by the Disclosing Party at the time of initial disclosure as confidential or **(3b)** the Disclosing Party reduces such identification to writing delivered to the Receiving Party within thirty (30) days of such disclosure. Confidential Information may include information disclosed to the Receiving Party by an entity related to the Disclosing Party. Confidential Information does not include information, data, or know-how, which the Receiving Party, can demonstrate in writing, **(3c)** was independently developed by the Receiving Party without any use of the Confidential Information disclosed or provided or by the Receiving Party's employees or other agents including independent contractors hired by the Receiving Party who have not been exposed to the Confidential Information; **(3d)** becomes known to the Receiving Party, from a source other than the Disclosing Party, which to Recipient's knowledge, had no duty of confidentiality to the Disclosing Party with respect to such information; **(3e)** was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Receiving Party; or **(3f)** was rightfully known to the Receiving Party, without restriction at the time of disclosure.

### **4. Treatment of Confidential Information:**

Each Receiving Party agrees not to use the Confidential Information disclosed to them by the Disclosing Party, for the Receiving Party's own use or for any purpose except for evaluation of, and to carry out discussions concerning the undertaking of, the "Business Opportunity". Receiving Party's shall not disclose any Confidential Information to third parties, except those directors, officers, employees, consultants and agents who are required to have such information in order to carry out such evaluation and discussions. Each Receiving Party represents that it has had, or shall have, those directors, officers, employees, consultants and agents to whom Confidential Information is disclosed or who have access to Confidential Information sign an exact copy of this Non-Disclosure Non-Circumvention Agreement, copies of which shall be made available to all signatories. Each Receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of, Confidential Information. Such measures shall include the highest degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature. Each Receiving Party agrees to notify in writing the Disclosing Party of any misuse or misrepresentation of the Disclosing Party's Confidential Information, which may come to the Receiving Party's attention.

### **5. Mandatory Disclosure:**

In the event that a Receiving Party or it's directors, officers, employees, consultants or agents is requested or required by legal process to disclose any of the Confidential Information, such Receiving Party shall give prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such a protective order is not obtained, such Receiving Party shall disclose only that portion of the Confidential Information, which such Receiving Party's counsel advises that such Receiving Party is legally required to disclose.

### **6. No Obligation:**

Nothing herein shall obligate any party to precede with any transaction between them, and each party reserves the right, in it's sole discretion, to terminate the discussions contemplated by this Agreement.

### **7. Term:**

This Agreement shall commence upon the execution hereof by all signing Parties hereto and shall continue for Two (2) years and so long thereafter as any agreement resulting from a "Business Opportunity" is in force and effect. Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the confidentiality of the Information shared or received by the other party.

**8. Remedies for Default:**

The party's agree that, as liquidated damages, the violation of this Agreement by any Party or Parties hereto, shall entitle the remaining Party or Parties hereto to the greater of **(8a)** a sum of Ten Percent (10%) of the entire revenues received by the violating party or **(8b)** a sum of Two Percent (2%) of the purchase price of any real property obtained or purchased/sold or disposed of by the violating party from any contact or source provided by or introduced by any other party hereto and/or **(8c)** actual damages, plus legal and all actual costs incurred.

**9. Warranty:**

All Confidential Information provided by either party to any other party or parties hereto is or will be, true, accurate, and complete to the best of the disclosing parties knowledge, ability, and belief.

**10. No License:**

Nothing in this Agreement is intended to or shall grant any rights to either party under any patent, mask work or copyright, and this Agreement shall not grant to either party any rights in or to Confidential Information except as expressed in this Agreement.

**11. Agent of another party:**

Each Party of this agreement agrees that he is not an agent, representative, and/or an employee of any other party except as disclosed herein. Any Party who may be accused of any misrepresentation or illegality during the term of this Agreement hereby agrees to defend and hold harmless the other Party or Parties hereto from such accusation. An party hereto conducting negotiations or discussions with any foreign government or agency regarding the "Business Opportunity" represents and warrants to the other parties that all such negotiations and discussions have been in full compliance with all applicable laws, rules and regulations, including but not limited to the Foreign Corrupt Practices Act of the United States of America.

**12. Copies:**

A copy of this Agreement or any other documents executed and or signed by any of the Parties hereto and sent to another Party hereto by facsimile transmission shall carry the same full force and effect as if it were the hand delivered original, provided that the facsimile copy bears the sending Party's transmitting terminal identifier and the time and date of transmittal. This Agreement may be executed in multiple counterpart copies and delivered by facsimile, each of which shall be deemed a duplicate original.

**13. Non-Violation:**

No Party shall be deemed in violation of this Agreement when the violation is due to situations beyond said Party's control, such as acts of God, civil war, theft or said party's connections having prior knowledge of Confidential Information.

**14. Successors:**

This Agreement is binding upon and inures to the benefit of the parties successors, assigns, heirs, and personal representatives. This includes future commissions and/or compensation that may arise from further transactions between or with said parties.

**15. Jurisdiction:**

This Agreement shall be covered by the laws of the State of California without reference to conflict of laws principle. This document contains the entire agreement between the Parties with respect to the specific subject matter defined herein. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a written signed agreement by all parties hereof. Any dissolution of any part of this Agreement, either by mutual agreement or by judicial conclusion, shall not affect the balance of this Agreement whereas the balance of this Agreement shall remain in full force and effect. This Agreement may be executed in counterparts which taken together shall constitute one agreement.

Accepted:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Vincent L. Coniglio, President, 360 Enhancers Corporation  
1785 East Sahara Ave. Suite 490-488 Las Vegas, NV 89104  
(858) 521-8501, Fax: (858) 764-5443

Accepted:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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