MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Form has "Fill-In" Blanks. Please Complete on your Computer. **Save as (yourname.pdf)!!**
DO NOT PRINT OUT and Hand Write. **Electronically Sign, Please**

The signatories to this agreement are:

Alternative Funding Lenders Inc (AFL AND:

NAME _____

COMPANY NAME _____

ADDRESS _____

CITY, STATE _____ Zip_____

TELEPHONE/CELL _____

FAX/EMAIL ADDRESS _____

hereafter referred to as the **("signatory")** including any entity or person that is now currently or in the future associated with the **signatory.**

This agreement is a reciprocal one between the signatories and where the following paragraphs mention the rights that **AFL** has as the introducing party, **they also apply as well to the signatory where the signatory is the introducing party.** This agreement is binding upon the signatories hereto and their respective heirs, assigns, and successors.

Whereas, **AFL** is engaged in the business of financial services consulting, including making sources, lenders, investors, brokers, and/or clients available to applicants and brokers, including but not limited to the arranging of funding, loans, financing, contracts, consulting services and representation, and whereas it is agreed that the **signatory** desires such services from **AFL** and

Whereas, it is normally required to make valuable confidential disclosures by each signatory hereof to each other in order to realize and/or complete the transactions indicated above; and therefore, the signatories agree to and abide by the following terms and conditions:

1. For a period of Five (5) years from the date of this agreement, the **signatory** and **AFL** agree to not make any contact with, solicit or otherwise be involved in any transaction(s) with regard to any source, lender, investor, broker, and/or client that **AFL** introduces to the **signatory** or that the **signatory** introduces to **AFL,** without the express written permission of the introducing signatory**.** It is agreed that the identity of any source, lender, investor, broker, and/or client introduced by either of the signatories to the other is the property of the introducing signatory unless the other signatory proves that they have had prior business involvement and written communication with said source, lender, investor, broker, or client. This applies to all transaction(s) entertained by the signatories hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, regardless of the success of the project. After the Five (5) year period, in the event that either signatory, entity or person associated with that signatory, does contact any source, lender, investor, broker, and/or client of the original introducing signatory and is able to secure funding for or to such a party, then that signatory agrees to pay the original introducing signatory Fifty (50%) percent of all consulting fees and/or commission earned by the signatory which resulted from such a transaction. This fee shall be paid simultaneously with the receipt of the proceeds of the funding of said transaction.

Initials____

2. The signatory hereby agrees to hold in confidence and not disclose in any manner whatsoever, any of the confidential, proprietary information, including the names, phone numbers, fax numbers, email and other addresses, etc. of any source, lender, investor, broker, and/or client that AFL introduces to the signatory. Neither signatory will disclose any Confidential Information of the other signatory to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated business.

Each signatory has had or will have those directors, officers, employees, consultants and agents to whom Confidential Information of the other signatory is disclosed or who have access to Confidential Information of the other signatory sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will promptly notify the other signatory in writing of the names of each such person who has signed such agreements after such agreements are signed. Each signatory agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other signatory in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either signatory utilizes to protect its own Confidential Information of a similar nature.

If it is determined that any of the signatories has violated this agreement, the signatory in violation Agrees to reimburse the other signatory, its assignee, or designee the full amount it would have received had it been involved with the transaction, plus court costs and attorney's fees deemed fair by the court, regardless if the signatory in violation would have received any fees, commissions, payment or funding

3. The Signatory hereby agrees that any **"Trade Secret, Copyright, or other Confidential Information"** deemed to be a "Trade secret" as defined under the Economic Espionage Act of 1996 ("the Act") shall take ALL Reasonable steps to keep such information Confidential!

4. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. In the event that any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby. Neither of the signatories may alter, amend, or modify this agreement except by an instrument in writing signed by either signatories, or their duly authorized representatives.

5. By our signatures, we confirm that we have full authority to execute this agreement and obligate any company, firm, corporation, partnership, organization, individual, and/or entity referenced herein. We also confirm and Agree that ANY and ALL correspondence will be thru AFL Inc. and that NO Client , Attorney, OR Broker will contact any AFL Inc. Private Lender, directly, without first obtaining Permission from AFL Inc.'s representative, Jim Keefer! Signed facsimile transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract. This agreement will be governed and construed in accordance with the laws of the State of Arkansas(USA).

Neither of the signatories may alter, amend, or modify this agreement except by an instrument in writing signed by both of the signatories, or their duly authorized representatives.

Initial_____

We also confirm and Agree that ANY and ALL correspondence will be thru AFLInc. and that NO Client , Attorney, OR Broker will contact any AFL Inc. Private Lender, directly, OR indirectly without first obtaining Permission from AFL Inc.'s representative, Jim Keefer!

Initial _____

I/We, the undersigned, guarantee the aforesaid **MUTUAL NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT** and agree to be bound by this agreement.

Executed on this _____ day of _____2024

ACCEPTED BY SIGNATORY:

_____
Company Name

_____
Printed Name, Title

_____
Signature

DO NOT Print Your Name!!
ELECTRONICALLY SIGN, Please!

ACCEPTED BY:

Alternative Funding Lenders Inc
Financial Consultant

El Dorado, Arkansas 71730
501-762-0180

_____
James Keefer , Managing Director

By My Signature I Am "DIRECT TO PRINCIPAL" of this Project and there are NO OTHER BROKERS/ CONSULTANTS Involved !_____INITIAL

TIME IS OF THE ESSENCE!

PLEASE EXECUTE, AND RETURN THIS AGREEMENT, via "email" within 48 Hrs. From RECEIPT, HEREIN!

© JK