**ESTABLLISHED 1990 NEPCO, INC**

**NEPCO LENDING AND CAPITAL FORMATION**

 ***GLOBAL FUNDING FOR PROJECTS & ASSETS***

 ***“RELATIONSHIP FIRST”***

**(PLEASE LEAVE IN WORD AND TYPE IN THE INFO REQUESTED)**

**MUTUAL NON DISCLOSURE / NON CIRCUMVENTION AGREEMENT**

THIS AGREEMENT, made and executed on the date stated below, between the undersigned parties applies to all ventures made henceforth, resulting from contacts supplied by either party,

WHEREAS the two parties have come together for the purpose of developing business transactions, and

WHEREAS in connection with the development of said business transactions, each are using resources provided by the other, and

WHEREAS each wishes to provide for the non-disclosure of said resources and for the non-circumvention of the intent of their business transactions,

NOW THEREFORE, in consideration of the covenants herein contained, the receipt and adequacy of which is acknowledged, both parties hereby agree as follows:

BOTH PARTIES agree to be legally bound to the non-disclosure and non-circumvention (not to disclose or bypass) to any person or entity, any previously unknown privileged information obtained directly or indirectly via the other party, except as allowed by mutually agreed written waiver. This information includes, but is not limited to: names of venture capitalists, financial firms, investors, lenders, banks, trusts, financiers and other sources of financing, credit, collateral and/or guarantees, and names of agents, brokers, finders, consultants, clients, customers or any other intermediaries or entities known by the other party, except as allowed by mutually agreed written waiver. This agreement is to remain in effect for 1 year from the date of signing with automatic renewals yearly unless terminated in writing. All waivers MUST require continued fee protection, as well as automatic receipt of copies of all future correspondence with the referred parties.

THIS AGREEMENT shall be binding on both parties individually, as well as any corporation, company or other group of which either party is an employee, member, or agent; and upon each party’s agents, representatives, suppliers, successors, heirs, and all others connected to any transaction activity covered by this agreement, whether deliberate or unintentional (such as due to negligence).

LET IT BE KNOWN that both parties have set their hand to this non-disclosure and non-circumvention agreement both personally and as representatives or associates of their various institutions, with full knowledge that each is liable for the remedies prescribed by the law for breach or default of the terms contained herein, to which each hereby attests that he or she is fully cognizant. REMEDIES – The parties agree that in the event of a breach or threatened breach of the terms of this agreement the other party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The monetary damages shall include, but not limited to the total value of the contract. Any dispute shall be resolved using American Arbitration Association procedures. Let it be known that the jurisdiction for any such dispute resolution shall be the State of Georgia, County of Gwinnett. The parties acknowledge that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the other party. Faxed or electronic signatures shall be deemed as valid as the originals.

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|  *1st Party*  | *2nd  Party* | *3rd  Party* |
| Signatory’s Full Name:Ron Coleman | Signatory’s Full Name: | Signatory’s Full Name: |
| Company Name:NEPCO, INC  | Company Name: | Company Name: |
| Position in Company:President | Position in Company: | Position in Company: |
| Company Address:3855 Cannonwolde Dr.Snellville, GA 30039 | Company Address: | Company Address: |
| Phone: 770-572-7765Fax: 770-807-0346email: nepcoinc@att.net | Phone: Fax: Mobile: E-mail:  | Phone: Fax: Mobile: E-mail:  |
| Company Seal & Signature:

|  |  |
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|  |  |

  | Company Seal & Signature: | Company Seal & Signature:    |
| *Date Signed:\_\_\_/\_\_\_/\_\_\_\_* | *Date Signed: \_\_\_/ \_\_\_/ \_\_\_* | *Date Signed: \_\_\_/ \_\_\_/ \_\_\_* |

READ, UNDERSTOOD AND AGREED: