

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

Date: _____

This Non-Disclosure and Non-Circumvention Agreement (this "Agreement") is made and entered into on (the "Effective Date"), by and between FRANCISCO DE LA CHESNAYE, OCF, OPTIMIZED CASHFLOW SYSTEMS, INC. and OCF PRIVATE LENDING, (hereafter, individually or cumulatively known as Party "A" of Las Vegas, NV and _____

of _____,
a _____ (State), person/business entity hereafter known as Party "B" whom hereinafter shall be referred to, in total as, "Parties".

This agreement pertains to any and all Financial and Project Information shared by Party A with Party B for the purpose of evaluating and/or financing projects through themselves, Lenders/Investors for business ventures and any and all types of Assets or Real Estate; raw land, acreage, and residential, commercial real estate.

Both parties agree that the following terms shall apply when Party A ("Disclosure") discloses confidential Information to Party ("Recipient") under this Agreement.

1. Disclosure: As used in this Agreement, "Confidential Information" shall mean project descriptions, project pricing, project financials, personal or corporate financial information, capital sources, preliminary concepts, marketing proposals, branding strategies, creative designs and concepts, trade secrets and know-how, research, product plans, marketing concepts, forecasts, business strategy, finances or other business information disclosed by either of the parties. Additionally, "Confidential Information" shall include the following: any other information regarding transaction by or on behalf of and for Party "A. The Confidential Information may be disclosed: i) in writing; ii) by delivery of items; iii) by authorized access to Confidential Information, such as may be contained in a database; or iv) by oral and/or visual presentation. All materials containing confidential Information must be classified as restrictive at the time of disclosure, or if disclosed orally, identified as confidential at the time of disclosure and confirmed in writing by the party requesting the application of these terms.

Notwithstanding the foregoing, all information disclosed by authorized access to a specified database, internal website, server or computer network is Confidential Information. Confidential Information shall not include information the Recipient can establish: (i) is rightfully received by Recipient from a third party without confidentiality restrictions; (ii) is known to Recipient without any restriction as to use or Disclosure prior to first receipt by Recipient from Disclosure; (iii) is authorized for disclosure by disclosure; or (iv) is independently developed by Recipient

2. Protection: This Agreement shall apply to all Confidential Information disclosed during the period that begins on the date that this Agreement is signed by both parties and ends three (3) years thereafter. For three (3) years after the date of disclosure, the Recipient will: I) use the same care and discretion to avoid disclosure of the Disclosure's Confidential Information as the Recipient uses with its own similar information which it does not wish to disclose; (ii) not disclose any Confidential Information to third parties; and iii) use the Confidential Information only for the Business Purposes agreed to by both parties for disclosed projects only.

3. Exceptions: Recipient may disclose Confidential Information to: I) its employees and independent contractors who have a need to know; and ii) any other party with the Disclosure's prior written consent. Before disclosure to any of the above parties, the Recipient must have an appropriate written or oral agreement with such party sufficient to require that the party treat such Confidential Information in accordance with this Agreement.

4. Non Circumvention: Party B (including affiliates of such party) will **not** attempt, directly or indirectly, to contact Party A's other parties transaction relationships, including but not exclusive of individuals, corporations, banks, lending institutions, trusts and so forth on matters of subject business or contact or negotiate with a confidential source or make use of any confidential information of the other party, except through such other party or with the express written consent of such other party as to each such

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

contact and/or use, after having entered into a commission agreement with such other party. Party B's or its affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, any banks, trust or lending institutions and so forth which have been introduced by Party A without the permission of the introducing party. Any violation of this covenant shall be deemed an attempt to circumvent such other party, and the party so violating this covenant shall be liable for damages in favor of the circumvented party.

4.1 In the event of circumvention, either directly or indirectly, Party A shall be entitled to an award of monetary damages of minimum \$100,000.00 (one hundred thousand dollars) or equal to the maximum value of fees it realized for the previous year with its circumvented transaction relationships, including but not exclusive of individuals, corporations, banks, lending institutions, trusts and so forth

5. General:

5.1 All confidential information is provided "as is". Discloser makes no warranties, express, implied or otherwise, regarding its confidential information.

5.2 Only a written agreement signed by both parties can modify this Agreement. This Agreement may be executed in counterparts and by facsimile.

5.3 Any provisions of this Agreement, including but not limited to disclosure of Confidential Information, which by their nature extend beyond its termination remain in effect until fulfilled and apply to each party's respective successors and authorized assignees.

5.4 The laws of the State of Nevada, County of Clark, govern this Agreement. This Agreement is the complete and exclusive agreement regarding our disclosures of Confidential Information. In the event of a dispute between the parties regarding this agreement, the prevailing party shall be awarded its attorney's fees and costs for any legal representation enforcing this agreement at trial or on appeal.

5.5 This Agreement may be terminated by either party upon the receipt of thirty 30 days' prior written notice given to the other party, and otherwise shall terminate on the date that is two (2) years following the Effective Date. The termination of this Agreement for any reason shall not be deemed a waiver of

Agreed to:

Agreed to:



Francisco De La Chesnaye

By

PARTY "A"

Company Name

OCF

OPTIMIZED CASHFLOW SYSTEMS, INC.

OCF PRIVATE LENDING

By _____

Print Name and Title Print Name and Title

PARTY "B"

Company Name

either party's obligation to hold Confidential Information in confidence.

☐ SEE EXHIBIT A ☐ NO EXHIBIT A

EXHIBIT A – Please list any companies or funding institutions you do not wish to have your documents released to.

THIS DOCUMENT IS NOTARIZED BELOW

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

NOTARIZATION

Agreed to: _____	Agreed to: _____
By _____	By _____
Print Name and Title	Print Name and Title
PARTY "B"	PARTY "B"
Company Name	Company Name
_____	_____
_____	_____
Date: _____	Date: _____

Notary Acknowledgement

IN WITNESS THEREOF, this 3 page instrument was executed before me, a Public Notary by:
Name (s):

the person (s) above designated singly or cumulatively as Party B,

On this the: ____ day of _____, 20____.

Notary Name: _____

My Commission Expires: _____

Seal: