

IRREVOCABLE AND NON-CANCELABLE
NON-CIRCUMVENTION
AND NON-DISCLOSURE AGREEMENT

WHEREAS, the undersigned parties anticipate entering into various business transactions either between themselves or between themselves and other third parties some or all of whom may have been introduced by one of the parties to the other(s), and

WHEREAS, the parties recognize the inherent value of an introduction or referral which results in a business transaction which is financially beneficial to one or both of the parties, and

WHEREAS, the parties wish to guarantee that all parties are fairly compensated for such introductions or referrals without which the said business transactions might not otherwise have been initiated or concluded,

NOW, THEREFORE, In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties, intending to be legally bound, do hereby irrevocably agree as follows:

1. NOT TO CIRCUMVENT, AVOID OR BYPASS EACH OTHER DIRECTLY OR INDIRECTLY.

Neither party, shall deal with, contract with or otherwise conduct business with any individual or entity introduced by the other party without the prior knowledge and written permission of the introducing party.

2. NOT TO AVOID PAYMENT OF FEES OR COMMISSIONS IN ANY TRANSACTION WITH ANY ENTITY.

Neither party shall attempt to avoid payment of any fees or commissions due to the other party in connection with any transaction, including any project, loan, service renewal, extension, re-negotiation, contract, agreement, third party assignment, communication or conversation with any entity which transaction was initiated by or the result of an introduction of the entity by one party to the other.

If an introduction by one party to the other results in the successful conclusion of a business transaction with any individual, entity, company, firm, corporation, or other organization, and either party is not informed of or is unaware of the concluded transaction, the party concluding the transaction hereby agrees and guarantees to pay ANY AND ALL commissions and fees earned or received in connection with the transaction to the uninformed party.

For purposes of this agreement, a person or entity shall be considered "introduced by" a signatory if that person or entity is in a "chain" of contacts resulting from an original introduction by a Signatory.

For example: Signatory A (mortgage broker) introduces Signatory B (potential borrower) to Signatory C (potential lender, JV partner, investor, buyer, or other entity). C is unable to participate in the business transaction, but refers B to Third party X (2nd potential lender, JV partner, investor, buyer, or other entity) who enters into a transaction with Signatory B. Since Third Party X would not have been aware of or entered into the business transaction with B and/or C but for the original introduction by Signatory A, Third Party X shall be considered “introduced” by Signatory A and Signatory A shall be entitled to any and all fees or commissions specified under any contract between Signatories A and B or A and C.

3. NON-DISCLOSURE

Each party agrees not to disclose or otherwise reveal to any third party any confidential information provided by the other, particularly that concerning lenders, sellers, borrowers, buyers names, bank information, codes, references and/or any such information advised to the other as being confidential or privileged without the written consent of the other party. Each party agrees to keep confidential the names, addresses, telephone numbers, tax ID numbers, email addresses and fax numbers of any contacts introduced by the other party, unless prior written permission is given by the introducing party.

This agreement is expressly intended to cover negligent or inadvertent disclosure of confidential information, which are also considered violations of this agreement.

4. ADDITIONAL AGREEMENTS OF THE PARTIES.

a. The term of this Agreement shall be five (5) years from the date of its execution and is irrevocable and non-cancelable during that time. It shall apply to any and all transactions between the signing parties themselves or between a signing party and a non-signing third party resulting from an introduction by one signing party to the other signing party, regardless of the success of any specific transaction or project. The parties agree that the identities of third parties who are introduced under this agreement are and shall forever remain, the proprietary asset of the introducing party.

b. This agreement shall be binding on the parties, their successors and assigns, including any business entity in which a party has an ownership interest and shall include any proprietorship, company, firm, corporation, LLC, partnership or other business entity of which the party is an employee, member, officer, partner, or agent.

c. All moneys due and owing from any client transaction undertaken by both parties will be irrevocably and unconditionally guaranteed to be paid without legal impediment upon request.

d. Should a violation, disagreement or dispute occur between the parties arising out of, or connected with this agreement, which cannot be adjusted by and between the parties

involved, the disputed disagreement shall be submitted to the American Arbitration Association located in Denver, Colorado and all parties agree to abide by the decision of the referees of said Association. Judgment, upon award, may be entered in any court having jurisdiction thereof.

Notwithstanding the above, both parties agree to fully disclose and inform one another on a current and ongoing basis of all discussions, negotiations and transactions which are under consideration or discussion with any party which is a subject of this agreement. If a party requests updated information by email or telephone regarding the status of a transaction contemplated herein and the other party does not respond within 24 hours of the request, and the requesting party has reasonable grounds to believe that the lack of response is intentional, then the requesting party, at his or her discretion, may take immediate and appropriate legal action to protect such party's interests under this agreement. Any party who intentionally fails to respond in a timely manner to a request for an information update under this provision hereby waives any claim for damages against the requesting party if any transaction subject hereto is delayed or not concluded as a result of legal action taken by the requesting party under this provision.

e. In the event of any conflict between the terms of this Agreement and any Loan Authorization Agreement, the terms of the Loan Authorization Agreement shall prevail.

f. In the event that either of the parties resorts to legal action against the other, the prevailing party shall be entitled to reimbursement from the other party for all reasonable attorney fees and other costs incurred in such action.

g. This agreement shall be construed and enforced in accordance with the applicable laws and regulations of the State of Colorado.

h. In the event 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.

i. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes all prior negotiations and proposed agreements, written, or oral. Neither of the parties may alter, amend, nor, modify this agreement except by an instrument in writing signed by both parties, or their duly authorized representatives.

j. Additionally, the parties agree that this instrument may be negotiated via telefax/facsimile/fax transmission, and the respective parties accept the signatures by fax as though they were original.

BY OUR SIGNATURES WE CONFIRM WE HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT AND OBLIGATE ALL ASSOCIATED COMPANIES, FIRMS, CORPORATIONS, PARTNERSHIPS, ORGANIZATIONS, INDIVIDUALS AND/OR ENTITIES CONTEMPLATED HEREIN, WHETHER SPECIFICALLY NAMED OR NOT.

Signature _____ Dated: _____

Please Print Name

Company Name (Please print or type)

_____ Dated:

Robert E. Larson, President
Janus Mortgage, Inc