

CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

Accredited Buyers ("Company") and _____ ("Client") hope to work together with regard to helping client identify suitable US real estate to purchase and/or co-invest in and/or other projects (hereafter individually and/or collectively referred to as the "subject business"). In consideration of the mutual promises set forth herein, the undersigned covenant and agree as follows:

1. That all confidential sources, confidential information and trade secrets of each party, including, but not limited to, any financial and/or personal information provided by Client to Company so that Company can pre-qualify Client as an "accredited investor" (as that term is defined under US laws) are valuable property and shall be and remain exclusive property of the disclosing party. No party shall disclose same to any third party without the prior, written consent of the other party in each instance. Each party shall also obtain the prior, written consent of the other before communicating with a "confidential source" of the other and no party shall circumvent the other with respect to any confidential source.

However, the terms "confidential information" and "confidential sources" shall not include information or sources that, as evidenced by written proof, was available to the party receiving such information or sources on a non-confidential basis prior to the disclosure by the other party to this agreement.

2. Any violation of any of the above covenants shall be deemed a breach of this agreement and the party in breach shall be liable for: a) all loss and/or damage sustained by the non-defaulting party by reason of such breach, plus b) all expenses incurred in enforcing any legal remedy and/or right(s) based upon or arising out of this agreement. The non-breaching party shall also be entitled to an injunction against any violation, without the need of posting a bond or undertaking.

Initials: _____

3. In the event of any dispute as to the meaning or enforcement of this agreement, all parties agree to submit the matter to binding arbitration, before a single arbitrator, under the then applicable rules for Commercial Arbitration at the American Arbitration Association, New York office. New York law shall apply. This agreement may be signed by facsimile or in counterparts.

Accredited Buyers ("Company")

_____ Dated:
By:

Address:

Notices to:

(Client")

_____ Dated:
By:

Address:

Notices to: