

**Mutual Non-Disclosure, Confidentiality, Non-Circumvention & Commission Agreement**

This Agreement, dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between and among the Undersigned (the "Parties") to protect Confidential and Proprietary Information (as defined below) which may be exchanged among the Parties during the course of the Parties' business negotiations and any subsequent business relationship, including, and more particularly respecting the Parties' business contacts, business plans, product formulas, patented processes, trademarks, intellectual property and marketing plans (including: URLs, Metatags, slogans, marketing materials, marketing concepts and branding), regarding financial, finding and consulting services and any specific Project revealed by any Party to any other Party.

For good and valuable consideration,

1. All Parties mutually agree they shall take reasonable steps to protect the Confidential and Proprietary Information and Intellectual Property (herein, Information) of each other Party, and agree that they shall not use or disclose the Information of any other Party without the prior written consent of the other Party, as is reasonably necessary to develop the business described above. To the extent that it is necessary to disclose the Information to third parties for such purpose, each Party will take all reasonable steps to secure the confidentiality of each other Party's Information, including requiring similar confidentiality agreements.

2. The Information includes business contacts, proprietary information, trade secrets, intellectual property and business practices such as business plans, financial information, products, formulas, services, manufacturing processes and methods, sources of supply, marketing plans (including: URLs, Metatags, slogans, marketing materials, marketing concepts and branding), customer lists, sales, profits, pricing methods, personnel, business relationships and contacts. This is a private agreement and the terms of this Agreement, but not its existence, will be deemed to be confidential information. All information marked "Confidential," "Proprietary" or "Secret" will be deemed confidential. Each Party acknowledges the other Party's copyright, patented process, formulas and trademarks as that Party's sole property and disclaims any right to patent, copyright or trademark same.

3. Except for patented, copyright or trademark information, the Information does not include information where the receiving Party can demonstrate that the Information (a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party; (b) was in the receiving Party's possession at the time of disclosure otherwise than as a result of the receiving Party's breach of any legal obligation; (c) became known to the receiving Party through disclosure by sources other than the disclosing Party having the legal right to disclose such information ; or (d) was independently developed by the receiving Party without reference to or reliance upon the Information.

4. The parties agree to act in good faith and equitably toward each other; not circumventing each other with regard to business opportunities that any may reveal to any other as a result from the contacts they share. All Disputers are subject to ICC arbitration in New Jersey. The parties agree that the parties shall be entitled to equally share all Commissions on transactions or Finders' Fees on all funds raised for this Project, as such funds are due and payable, together with such other commission, fee or equity participation as may be earned.

By and on behalf of the Parties, their nominees, successors, subsidiaries and affiliates:



Daniel Fucetola  
Winning Business Solutions  
danfucetola@gmail.com

\_\_\_\_\_  
Name:  
Company:  
eMail: