



**NON-DISCLOSURE, NON-CIRCUMVENT AND NON-SOLICITATION
MUTUAL AGREEMENT**

This Agreement governs the disclosure of information and is entered on this _____ day of _____ 201__ by and between _____ and Appian Commercial Lending herewith referred to as Appian as it pertains to the acquisition, funding, or joint venture of all business transactions where in one party engages the help of the other party.

The Parties agree that all nonpublic information about their respective business operations and the principles of those businesses is confidential information belonging to the respective Party. For purposes of this Agreement, "Confidential Information" means any type of written or oral information or material concerning either Party which is disclosed to the other Party and which are not generally known to the public. "Confidential Information" 'includes, without limitation, any business or financial information which relates to business models, contracts, prospective purchasers, leases, business operations, properties, trademarks, trade secrets, designs, procedures, accounting, merchandising and selling, business plans or strategies, marketing plans, contacts, sources and shareholder or investor lists.

It is agreed by our signatures that we confirm that we have full authority to execute this Agreement. By signatures and execution of this agreement, each of the named parties agree that any corporation, firm, company, individual and/or the like in which either signee is a principal or partner, and/or for which the signee is an agent, officer, employee, or the like is bound by this Agreement

1) Each Party agrees that at all times it will hold in strict confidence and not disclose to any third Party Confidential Information of the other, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the other Party to this Agreement. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party.

2) The Party that receives Information, whether of a confidential or public nature, will not use that information to circumvent the other Party in order to deal directly with sources, contacts, consultants, employees, customers, funding sources, brokers, etc. of the other Party. This excludes any companies, contacts, lenders, banks that any party of this agreement already had a



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relationship or contact. This includes any communication with referred clients or borrowers not be solicited for future business without written authorization specifically naming the client or borrower. All communication from past clients or borrowers must be directed back to the referring party PROVIDED that the referring party is still in business AND is easily communicated with. Should a party change address, phone numbers or email addresses it is up to that party to notify the other party so that seamless communication can be maintained. If any party to this agreement goes out of business, changes the mission of the business or fails to communicate changed contact information to the other party then this agreement ends and no party will be required to continue to work with the other party when contacting lenders and or clients. Violation of this non-solicitation is a breach of agreement and damaged party will seek both court and legal cost and \$10,000 per occurrence above earned or un-earned commissions.

3) Each Party's obligations under this Agreement with respect to any portion of the other Party's confidential Information shall terminate when the Party to whom Confidential Information was disclosed can document that: (a) it has entered the public domain through no fault of either party; (b) it was in the party's possession free of any obligation of confidence at the time it was communicated to the other Party; (c) it was rightfully communicated to the party free of any obligation of confidence subsequent to the time it was communicated to the party by the other Party; (d) it was developed by the party independently of and without reference to any information communicated to the party by the other party; or (e) disclosure of such Confidential Information is necessary in response to a valid order by a court or other governmental body, is otherwise required by law, or is necessary to establish the rights of either Party under this Agreement.

4) Upon termination or expiration of this Agreement, or upon written request of the other Party, each Party shall promptly return to the other all documents and other tangible materials representing the other's confidential Information and all copies thereof. However, be it known that most information held by either party is in digital format and therefore each party is expected to delete confidential information of the other party upon termination or expiration. Each Party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of Confidential Information of the other Party.

5) The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third Party.

6) This Agreement shall terminate five (5) years after the Effective Date except as excluded in provision #2 above. The party's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the heirs, successor and assigns of each party. The party's obligations hereunder shall continue in full force and effect with respect to non-technical sales, marketing, and financial Confidential Information for five (5) years from the Effective Date of this agreement. The party's obligations with respect to all technical Confidential Information shall not be terminated.



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7) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principle. Any disputes under this Agreement may be brought in the State courts and the Federal courts located in Fort Bend County, Texas, and the Parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except in writing signed hereto by both Parties.

8) Each Party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the Emits of applicable law or applicable court decisions.

9) The Parties recognize and agree and will fully disclose all compensation of every transaction generated from each transaction and will include these in the agreed fee arrangements. No notice of a lawsuit will be granted. All parties involved in the loan transaction including companies and banks will be included in law suit.

In Witness whereof, the Parties hereto have caused this NON-DISCLOSURE, NON-CIRCUMVENT AND NON-SOLICITATION MUTUAL AGREEMENT to be executed as of the Effective Date and that the signers represent that they have the authority to sign on behalf of their Party.

Appian Commercial Lending
Randy Smith – Managing Partner

Signature

Date of Signature

Broker/ Client

Signature

Date of Signature



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