



NON-CIRCUMVENTION, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENT

This Non-Circumvention, Non-Disclosure, and Confidentiality Agreement (“Agreement”) is entered into as of and with effect from the ____ day of _____, 20__ by and between The Bankhurst Group, Inc., a company registered in Montenegro, (“Company”) and _____, a company registered in [], together with its officers, employees, partners, affiliates, agents, servants, subsidiaries, parent companies, trusts of which it is settlor or actual or contingent beneficiary or trustee, and companies, corporations or partnerships in which it has an ownership or other beneficial interest and/or which it controls, directly or indirectly (collectively the “Agent”).

WHEREAS, Company has certain valuable relationships and information regarding the purchase of _____ located at _____

WHEREAS, Company has agreed to use these relationships for the benefit of the Agent to facilitate the purchase of the Project;

WHEREAS, Agent desires to retain Company as its exclusive source to facilitate the purchase of the Project subject to the terms and conditions set forth in this Agreement.

WHEREAS, Agent has further agreed in good faith not to circumvent Company with respect to the purchase of the Project with any other party and agrees to work solely with the Company to purchase the Project during the term of this Agreement.

WHEREAS, Agent has agreed to keep all Evaluation Materials strictly confidential and will be used for the sole purpose of evaluating the Transaction, and will not be duplicated or used for any other purpose.

WHEREAS, Agent has agreed to not (i) disclose the fact that discussions or negotiations are taking place concerning the Transaction by the parties or any of the terms thereof, or (ii) conduct any discussions, negotiations, or make any inquiries concerning the Transaction with any other person or entity except for The Company.

WHEREAS, Agent has agreed to communicate only to and exclusively with The Company regarding all discussions, negotiations, and inquiries concerning the Transaction.

WHEREAS, Company does not make any representations or warranties as to the accuracy or completeness of the Evaluation Materials or that the actual results will conform to any projections contained therein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Company Services. Company agrees to introduce Agent to the Project and to use his relationships and provide information as may be reasonably requested by Agent in order to facilitate a purchase of the Project. In addition, upon request, Company agrees to provide advice and guidance to the Agent on a proposed structure of the purchase of the Project.
3. Term; Termination. The Term of this agreement shall be for a period of twelve (12) months and automatically renew unless cancelled by either party by written request at least thirty (30) days prior to the end of the then current term.
 - (A) by mutual written consent of the parties; or
 - (B) through a written notice by a non-defaulting party, if any party breaches or violates its material obligations under the Agreement, and fails to cure such breach or violation or perform its obligations within ten (10) days of the receipt of written notice from the non-defaulting party thereof.
4. Non-Circumvention. Agent agrees that it or any person and/or entity associated with Agent will not circumvent Company or attempt to circumvent Company with respect to the purchase of the Project or any payment that would otherwise be owed to Company pursuant to this Agreement, whether through use or cooperation of a person or entity other than the Agent, by intentionally delaying acceptance of said purchase of the Project to avoid fees or commissions or otherwise. The parties agree that Agent will not, directly or through any affiliate or related person or entity, negotiate with or deal with any entity other than the Company during the term of this Agreement regarding the Project without prior notice to and written consent of Company.
5. Confidentiality. Agent agrees to keep all Evaluation Materials strictly confidential and agrees that the Evaluation Materials and all information therein will be used solely for the purpose of evaluating the Transaction. Agent agrees to keep the relationship between Agent and Company strictly confidential and at no

time will reveal their relationship with The Company to any party for any reason whatsoever.

6. Affiliate. For purposes of this Agreement, the term affiliate shall mean, with respect to any person or entity, any person or entity that owns more than a twenty percent (20%) interest in or controls directly or indirectly such person or entity, any person or entity that controls or is controlled by or is under common control with such person or entity, and each of such person or entity's senior executives, directors, managers, members, officers, employees, or partners.
7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and shall inure to the benefit of, and be binding upon, Company and the Agent and their respective successors and assigns.
8. Arbitration. Any and all disputes arising under or as a result of this Agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association. Any such arbitration shall be conducted in Miami Dade, Florida. The parties hereby submit themselves to the jurisdiction of any state or federal court for the purpose of enforcing such agreement to arbitrate and entering judgment on any arbitration award. In the event of any such arbitration, each of the parties shall be responsible for its own legal fees and other related costs. THE PARTIES HEREBY WAIVE THEIR RIGHT TO LITIGATE ANY CLAIM OR ISSUE STEMMING FROM THIS AGREEMENT. MOREOVER, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL AND INSTEAD ELECT TO HAVE ANY AND ALL DISPUTES SETTLED IN BINDING ARBITRATION.
9. Third Party Beneficiaries. This Agreement is entered into for the benefit of the named parties and there are no intended third party beneficiaries.
10. Miscellaneous Provisions.

10.1 It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the Agreement between the. Neither this Agreement, nor its execution, has been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

10.2 The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.

10.3 This Agreement may be executed by fax or e-mail and said fax/e-mail signatures shall be deemed original signatures. This Agreement may be executed in any number of counterparts and separate counterparts shall have the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

10.4 The parties agree that the sufficiency of the consideration for entering in this agreement is sufficient and by signing below, acknowledge the both the sufficiency of said consideration and receipt thereof.

10.5 Company hereby agrees and covenants that it currently is not and shall never be deemed to be a representative, agent and/or broker of or for the Agent, and that its only relationship to and with the Agent shall be solely to introduce and/or reintroduce the Agent to Project Owner, pursuant to the terms set forth in this Agreement.

10.6 The parties are not partners or joint ventures. No party shall be considered an agent or legal representative of any other party for any purpose, and no director, officer, agent, or employee of any party shall be, or be considered, an employee or agent of the other party. No party is granted or shall exercise the right or authority to assume or create any obligation on behalf of or otherwise contractually bind any other party.

10.7 This Agreement has been negotiated and drafted by the parties and there shall be no presumption that the terms hereof shall be construed against either party as the alleged drafter of this Agreement.

10.8 Notwithstanding anything to the contrary herein, in no event shall either party be liable to the other party for any consequential, punitive, incidental or indirect damages of any kind or nature whatsoever, howsoever caused including, without limitation, loss of use or loss of profit incurred by any other party, whether in action in contract, tort or otherwise (including the sole, joint, and/or comparative negligence or strict liability of the party at fault) for the breach of this Agreement or otherwise.

10.9 Agent agrees to indemnify and hold harmless Company from any damage, loss, cost, or liability (including without limitation, actual damages, consequential damages, legal fees, and the costs of enforcing this indemnity) arising out of or resulting from unauthorized use or disclosure by the Agent of any Evaluation Material. Agent agrees that in the event of any breach or other violation of this agreement, in addition to any other remedies at law or in the equity they may have, agent will be entitled to equitable relief, including injunctive relief and specific performance.

10.10 The parties acknowledge and agree that the terms set forth in this Agreement shall constitute a binding agreement enforceable with respect to and

against each of the parties and their respective agents, directors, officers, representatives, heirs, personal representatives, successors and assigns.

10.11 Company hereby accepts and covenants that none of the Agent's officers, directors, owners, representatives, agents and/or employees shall personally be party to Company in any way, pursuant to this Agreement or otherwise and, as such, said Agent's officers, directors, owners, representatives, agents, and/or employees will in no way have any rights and/or obligations related to Company and/or Company's officers, directors, owners, representatives, agents, employees and/or assignees, and shall therefore in no way be liable for any actions taken by the Agent or the Agent's officers, directors, owners, representatives, agents, and/or employees regarding the terms set forth in this Agreement, or for any other actions as they relate to the Company and/or Company's officers, directors, owners, representatives, agents, employees and/or assignees.

10.12 No failure to exercise or delay in exercising any right or remedy under this Agreement by either party shall operate as a waiver thereof or of any other right or remedy which such party may have hereunder, nor shall any single or partial exercise of such right or remedy preclude any further exercise thereof or of any right or remedy which such party may have hereunder.

10.13 The expiration or termination of this Agreement shall not terminate the right and obligation of the parties with respect to any provision hereof which by express or reasonable inference is intended to survive such expiration or termination.

10.14 The undersigned signatories to this agreement acknowledge and affirm that they fully understand their obligations with respect to this agreement and the obligations undertaken hereto; that they have had adequate time and opportunity to consult with legal counsel of their choice prior to the execution of this agreement; that they are fully informed; and that each has executed this agreement freely and voluntarily, without reservation or exception.

10.15 The undersigned signatories to this agreement acknowledge and affirm that they are duly authorized signatories and have full legal capacity under penalty of perjury to initiate and execute all legal obligations arising from this agreement. The signatories hereby represent that they are acting with full corporate authority, and with full knowledge and at the direction of the officers and/or Board of Directors of their respective companies.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties irrevocably agree to all terms and conditions of the Agreement and in formal acknowledgement thereof have set their hands and seals, as signified by their respective signatures which appear below.

COMPANY:

AGENT:

THE BANKHURST GROUP, INC.

Gregory Bankhurst

Name: _____

Founder & CEO

Title: _____

Date signed by Company

Date signed by Agent