



NONDISCLOSURE / NON CIRCUNVENTION & CONFIDENTIAL AGREEMENT

Parties

Agreement (The Agreement) is entered into by and between MRV Capital Group LLC and/or Partners, Associates, agents or assignees ("receiving Party") for the only purpose of preventing unauthorized disclosure of Confidential Information (as defined below) :

A- Terms

Receiving Party is acting as a client regarding the following: _____

B- Confidentiality

Receiving Party acknowledge that all information and materials provided by disclosing party regarding the above-referenced information is confidential and may not be used for any purpose other than evaluation to structure this transaction. Receiving Party acknowledges that dissemination of any information and materials provided by Disclosing Party will limited to lenders, appraisals, surveyors, inspectors, attorneys and business advisors directly involved with the above -refenced client. In the event the transaction is not successful, Receiving Party will immediately return to Disclosing Party any information and materials provided.

C- Non-Disclosure

Receiving Party agreed not to disclosure to any other person or entity, the fact that any discussions or negotiations are taking place regarding the client, the actual or potential terms, conditions or facts involved in any such discussions or negotiations, unless if for the purpose herein stated.

D- Non-Circumvention

Receiving Party agree not to contact the Lender, presented by Disclosing Party for any other purpose herein disclosure except through and with authorization of Disclosing Party. Receiving Party further agree not to circumvent or interfere with Disclosing Party contract with client in any way.

E- Verification of Data

No Representation is made by disclosing party as to the accuracy of the information and materials provided. Receiving Party agree to thoroughly review and independently verify the information and materials provided. Disclosing Party advises Receiving Party to consult appropriate professionals for legal, tax, environmental and other specialized advice concerning matters affecting the property and the transaction contemplated.

F- Disputes

This agreement will be construed in accordance with the Law Of The State Of Florida, and any action, claim or suit initiated in connection with it, shall be prosecuted exclusively with the courts of Dade County in the State Of Florida. The Disclosing Party will be entitled to all remedies provide by Law, including but not limited to injunctive relief and damages in any litigation arising out of this agreement. The prevailing party will be entitled to recover from the non-prevailing party reasonable court and attorney’s fees, costs and expenses.

G- Duration

This agreement will terminate 48 months after the conclusion of any discussions or negotiations regarding the above referenced client.

With muy signature(s) I acknowledge I have read and understand this document completely

Receiving Party Signature

Printed Name

Date

Disclosing Party Signature

Printed Name

Date