

NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

RE: VARIOUS TRANSACTIONS AND ARRANGED BY AND THROUGH THE HEREINBELOW PARTIES:

The parties to the agreement agree as follows for this and future business:

TERMS OF NON-CIRCUMVENTION AND NON-DISCLOSURE

NON-CIRCUMVENTION

The Introduced Parties shall respect the integrity and tangible value of the contact/compensation structure and shall not in any manner whatsoever, either at the present time, or any future time, attempt to circumvent the validity and integrity of the contact process, as initially defined, and as initially acted upon. In any of the transactions either being entered into in the course of any attempted transactional process, any contacts introduced by MultiCorp Inc. to the other shall be considered the property of MultiCorp Inc., without the specific authorization of MultiCorp Inc. to do so. The initial contact process shall be respected, and honored by Introduced Parties at all times unless otherwise agreed by MultiCorp Inc., and no attempt of hint of circumvention shall be permitted by Introduced Parties or its agents, employees, assignees, guarantors, or third party, The Introduced Parties below accept and understand that any overt or covert action of circumvention of the respected process shall constitute a serious trespass of trust and legality, and will be subject to judicial action recompense, and possible punitive damages as so awarded by legal process. It is further understood that where the Introduced Parties contravenes the integrity of the initial contact procedure through MultiCorp Inc., the Introduced Parties shall: Indemnify fully all commissions, fees, or monies obtained by the Introduced Parties, directly or indirectly, to MultiCorp Inc. Indemnify and be liable for all legal fees for all parties which may be incurred in the course of the adjudication of said violation, and; be subject to possible punitive action awarded by legal process.

NON-DISCLOSURE

The Introduced Parties shall not disclose to any third parties (except their bankers), either directly or indirectly, the fact or nature of their respective professional and business association, or any transaction (or transactional information) in which MultiCorp Inc. is/was or may be jointly involved, without the prior authority of MultiCorp Inc.. All names, addresses, telephone numbers, telex/fax numbers, or any other medium of contact or the identity of such contacts of MultiCorp Inc. shall be considered to be wholly proprietary, confidential, and of tangible value to MultiCorp Inc. which has expended time and monies to develop their first (1st) contact system. Under no circumstances, either during or after the tenure of the formal association with MultiCorp Inc., shall Introduced Parties violate the integrity and the legality of the contact system without first securing full written authority from MultiCorp Inc. to do so.

ENGAGEMENT

Client is engaging MultiCorp services to represent Client and Client's Client to MultiCorp's network of investors. MultiCorp is entitled to all fees and commissions provided MultiCorp submits each deal/loan prior to the Clients or Client's Client submitting that deal/loan to an investor regardless of any prior relationship the Client or Client's Client may have had with any investor prior to the execution of this agreement. Client or Client's Client may notify MultiCorp in writing of any prior relationships the Client or Client's Client has had with an Investor. After written notification MultiCorp will not submit to mentioned investor. MultiCorp takes considerable time, energy and experience to carefully tailor each submission package(s) to give it the best chance of being accepted. Once created these submission packages become MultiCorp, Incorporated's intellectual property. Any use of MultiCorp's intellectual property in securing the financing of a deal will entitle MultiCorp to its normal fees and commissions.

TIME VAIDITY

This agreement shall become effective immediately from the date of signing hereof by all parties, shall be effective retroactively from time of initial contact, and shall remain in effect hence forth for a period of five(5) years, unless terminated sooner by MultiCorp Inc. Introduced Parties violating any term of this Agreement will automatically lose the right to any fee or commission agreed upon for the present transaction, as well as any future transaction(s), and any training compensation due on any transaction(s) currently under way.

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