

NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement entered into as of _____, 20____, is for the Professional Association and arrangement of Non-Circumvention between all parties listed in the signature section hereinafter, called the "The Parties." The Parties agree to respect the integrity and tangible value of this agreement between them.

Whereas, each signatory Party possesses certain information, not known by any other Party.

Whereas, The Parties are initially desirous or conducting various business transactions in contact with any third Party introduced by other Party to this agreement, except for the mutual benefit of all Parties and

Whereas, the undersigned desire to enter a working business relationship regarding the following project DLIS 6200 Stoneridge Mall Road Pleasanton, CA 94588 (the "Project") to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

The undersigned Parties agree, in the consideration of the foregoing promises to abide by the following terms and conditions:

1. Non-Circumvention: Each Party agrees not to directly or indirectly contact, deal with transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced by either Party without the specific written permission of the introducing Party.
2. Each Party agrees not to directly or indirectly circumvent, avoid or bypass each other regarding any renewals, corporation, partnerships, proprietorships, trusts, or other entities introduced by either Party.
3. Non- Disclosure: Each Party agrees not to disclose or otherwise reveal to any third Party the identities, addresses, telephone numbers, facsimile numbers, E-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party.
4. Terms: This Agreement is valid for the following term: Ten (10) years from the date of signing of this agreement.
5. Parties bound: This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees, Agents Representatives, Officers, Independent

Contractors, Shareholders, Principals and other third Parties abide by the provisions of this Agreement.

6. Notice: All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by tele-copier or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice here in. Notice shall be considered to have been given.

7. Language: The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against of the Parties and it is agreed that the English language is used.

8. Severability: Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not effect the remainder hereof.

9. Integration: This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussion, negotiations and Agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement

10. Amendments: Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

11. Waiver: No waiver or default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this agreement by any party shall not be considered to be waiver of render unnecessary consent or approval of said party of any subsequent or similar acts or omission.

12. Arbitration: Any controversy or claim arising out of this agreement which is not settled between the parties themselves, shall be settled by arbitration in accordance with the international chamber of commerce (ICC) rules and arbitration is the nearest regional or ICC non-circumvention and non-disclosure laws and binding for all undersigned parties and their associates, affiliated, employees, agents holders, principals, heirs, successors, assigns and other third parties.

13. Attorney's Fees: If any party files any action or brings any proceeding against other arising from this agreement, or is made a party to any action or proceeding arising from this agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs.

Relationship: The Parties hereto shall not be deemed to be Partners or Joint Ventures and no Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement. Force and defect of Document: The Parties here to agree that a signed telefax or other facsimile copy of this Agreement shall have the same force and effect and as the original of this document.

15. Force and Effect of Documents: The Parties hereto agree that a signed telefax or other facsimile copy of this Agreement shall have force and effect as the original of this document.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their authorized document.

Signatures:

Name:

Signature: _____

Date: _____

Name:

Signature: _____

Date: _____

Kenneth Quiat: President, Direct Lenders' Insurance Services

Signature: _____

Date: _____