

## Non-Circumvention and Non-Disclosure Agreement

Between the following Parties:

- (i) Mina Mar Corporation [www.minamargroup.com](http://www.minamargroup.com) and with registered office at 8461 Lake Worth Road, Lake Worth Florida 33467 (hereafter '**the Company**'); a Delaware USA Company and
- (ii) The Broker Mr / Mrs \_\_\_\_\_ holder of current passport number \_\_\_\_\_ or holder of driver's license \_\_\_\_\_ and with current home/business address at:  
\_\_\_\_\_  
\_\_\_\_\_

(hereafter individually and/or collectively '**the Broker**')

Whereas the undersigned Parties wish to enter into this agreement to define certain parameters of their future legal obligations, and considering their mutual promise herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties hereto mutually and voluntarily agree as follows:

1. **The Broker** and/or their affiliates of whatsoever nature shall not in any manner solicit and/or agree to finance, try to obtain financing or purchase or acquire any business or company from sources that have been made available by or through **the Company**, nor in any manner shall the Broker access, contact solicit and/or conduct any transaction with such sources, without the prior express and specific written permission of **The Company**.
2. The Broker shall not in any way whatsoever circumvent **the Company** and/or attempt such circumvention of **the Company** and/or any of the parties involved in any of the transactions the Parties wish to enter into.
3. The Broker shall not disclose any contact, methodology ways or means of the Company any trade secrets or any operating procedure revealed by **the Company** to any third Party. The Broker hereby fully recognize such information to be proprietary information of **the Company**, and shall not enter into direct and/or indirect offers, negotiations and/or transactions with such contacts revealed by **the Company**.
4. **In the event of circumvention by the Broker, whether direct and/or indirect, The Company shall be automatically entitled to receive from the Broker a legal monetary compensation equal to the maximum total commissions, fees or profits it should realize from such a transaction, the sum total of which is known to the Broker prior to the date of this agreement, together with any and all expenses, including all loss sustained by The Company by reason of such breach any and all legal fees incurred in connection with the recovery of such compensation.**
5. This agreement is valid for two (2) years from the date of signature, for any and all transactions between the Parties therein, with any renewal to be agreed upon between the signatories.
6. It is understood and agreed that the Broker (if signing corporately) shall be bound both personally and corporately, jointly and severally and the Broker waves the corporate protection rights and privileges thus piercing the corporate veil should any form of non-disclosure and non-circumvention breach occur.
7. The Broker agrees and understands that they may be introduced to a publicly traded / quoted company and that any information obtained through the Company or the company principals directly or indirectly may constitute insider information. The Broker agrees not to use any of the obtained information in making any trading decisions as such use may constitute a Federal offence.

8. The Broker agrees that any dissemination of any information obtained either through the company or the Company in whole or in part in electronic or any other media TV Radio Print etc is strictly forbidden. Any such action in any form whatsoever shall constitute a breach of this agreement. The contents herein and any subsequent documents furnished to the Broker directly or indirectly through and or by the Company may be subject to copyright laws and any dissemination in whole or in part electronically or otherwise may not be shared with others, who have not signed up to this agreement without the author's prior written consent, which consent can unreasonably be withheld. The Broker is free to share the information with his advisors, accountants and consultants as so long each and every person or entity signs this non-disclosure and non-circumvent agreement. Should the Broker disseminate any confidential information to anyone who has not signed up to this non-disclosure and non-circumvent agreement the Broker shall be held fully accountable for as if the Broker had breached the contract.

10. This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns.

9. It is further agreed that any controversy, claim, and or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled by the laws of Florida. This agreement shall be governed by and construed in accordance with the laws of Florida.

12 All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initials and signature hereby unconditionally and irrevocably agree to its terms as of the date noted herein.

13. This agreement may be signed / transmitted by fax email and or scan (E Sent). Both parties of this agreement have agreed that any and all documents in whole or in part E Sent shall have the same effect and validity as an original signed one.

14. The Broker acknowledges receipt of the Company's Disclosure, and confirms by signing below that they have read the entire Disclosure Clause and agree with its terms.

15. Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

This agreement may be signed in one or more counterparts and the Parties agree that carbon copies of this Agreement shall be considered as a legal original and signatures thereon shall be legal and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_Day of \_\_\_\_\_ 20\_\_

**COMPANY**

**BROKER**

\_\_\_\_\_  
Authorized Signature

Authorized Signature

\_\_\_\_\_  
President (Please Print Name)  
President