

GOODMARK CAPITAL GROUP, INC.

103 East Adkins Street, Seagoville, TX 75159
Telephone (214) 506-4210 * Fax (214) 506-4205
Email: info@goodmarkcapitalgroup.com

MUTUAL NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

Made this day

Between

GOODMARK CAPITAL GROUP, INC.

103 East Adkins Street
Seagoville, TX 75159

And

Print Full Name :

With Address at:

And

Print Full Name :

With Address at:

Whereas, all parties hereto are mutually desirous of carrying out various business transactions in cooperation with one another and for each other's mutual benefit, and

Whereas, all parties hereto have prospective and actual relationships with entities and others which each holds to be essential to the conduct and profitability of its enterprise, and

Whereas, all parties hereto recognize that mutual benefit may be derived when one party is introduced to or becomes acquainted with a third party first identified to it by the other parties;

Whereas, all parties hereto recognize that any such identification or location or introduction is confidential, privileged, proprietary information and a trade secret and is the exclusive and sole property of the initiating party;

Whereas, all parties hereto desire to be bound legally as to the requirements for maintaining the privacy and security of the aforementioned relationships;

Now, therefore, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, it is mutually agreed as follows:

Initial: _____

1. CONFIDENTIALITY

1.1 The following definitions apply for purposes of this Agreement:

Third Party. A “Third Party” is defined as any employee, associate, family member, or agent of any of the parties to this agreement not having a specific **need to know**, or any other person or entity not a signatory to this agreement, including, but not limited to, any existing or prospective competitor, contractor, any other person or entity serving in a professional or advisory capacity to any of the parties hereto, or their agents, employees, affiliates, subsidiaries, associates and assigns.

Source. A “Source” is intended to include, but not be limited to, any person or entity introduced by any one party hereto to any other, such as a named company, principal, client, buyer, seller, broker, or agent of any of the parties.

Confidential Information. “Confidential Information” shall mean the content of pertinent discussions between the parties including a hard or electronic copy of any of GoodMark Capital Group Inc. sales literature, 506-D Private Placement Memorandum or any part thereof, any financial information, methods of operation, current or proposed business plans, techniques, pricing, improvements, marketing techniques or materials, marketing or development plans, strategies or forecasts, whether written or oral, and any proprietary documentation or related materials concerning any of the foregoing furnished by any of the parties hereto.

Contact. “Contact” shall mean informal or formal communication, meetings, presentations, discussions or other transactions whether written or oral, carried out during the contractual term set forth below.

Need to Know. “Need to Know” refers to the necessary receipt and possession of information regarding any and all transactions involving any of the parties, including names, sources and confidential information furnished by GoodMark Capital Group Inc., Hal Good CEO of GoodMark Capital Group or Mark A. Bacon President of GoodMark Capital Group.

1.2 The parties hereto mutually and irrevocably agree not to divulge to any *Third Party* any information whatsoever regarding each other’s *Sources*, or *Confidential Information* without first receiving the express written consent of the other party or parties to this Agreement.

1.3 Each party hereto agrees that, without the express written consent of the other parties, it will not **Contact** any person, company, institution, professional association, or other entity to which it has been introduced or with whom it has become first acquainted in the course of doing business with the other parties.

1.4 The parties hereto agree to hold completely confidential the names, addresses, telephone, telex, facsimile, email, Website or other business numbers of each others’ sources as these constitute trade secrets the disclosure of which may be useful to an existing or prospective competitor.

1.5 Each party agrees that the provisions protecting each other’s Sources and prohibiting contact with the same apply to all of their employees, professional consultants, advisors, contractors, and agents whose responsibilities require the need to know including, but not limited to, the information listed in 1.4 above.

Initial: _____

1.6 The above restrictions with respect to contact apply to any subsequent follow-ups, repeated or extended or renegotiated transactions arising out of an initial contact, regardless of the outcome of said initial contact.

2. PROVISIONS FOR INFORMATION SECURITY

2.1 The parties agree to take reasonable precautions in protecting the privacy and security of the subject business contacts, including, but not limited to, associated documents, contracts, proposals and communications by securely storing, restricting copying, and otherwise safeguarding the pertinent materials in order to reduce risk of loss or compromise through theft, accident or act of nature.

2.2 Each party agrees to use its best efforts to prevent disclosure of proprietary information to third parties within or outside its organization.

2.3 Further, each party agrees to limit dissemination within its organization of information regarding sources, contacts and financial or technical factors to those persons with a ***Need To Know***.

2.4 Each party agrees to designate in writing, within its own organization, one representative as the person responsible to transmit or receive all information circulated between the parties.

3. NON-CIRCUMVENTION

3.1 The parties hereto agree that prohibition against circumvention applies to all transactions which involve either the parties themselves or their successors, assigns, affiliates, or subsidiary companies, or entities.

3.2 The parties hereto agree that none of them will either directly or indirectly approach, solicit, negotiate, transact business concerning the projects at issue with, or otherwise Contact Third Parties without first receiving the express written consent of the other party or parties to this Agreement. Each party further agrees not to circumvent, either directly or indirectly, the business relationship that each party has with its Sources.

3.3 The parties hereto agree that this non-circumvention provision applies to projects and Sources that come to the attention of the other parties during discussions or meetings.

3.4 Each party agrees it will advise any person having access to proprietary information of the existence of the prohibition against circumvention.

3.5 The parties agree that no effort shall be made to circumvent the terms and conditions of this agreement to gain a fee, a commission, remuneration, consideration, strategic relationship or benefit.

3.5 With respect to any attempt at circumvention, the injured party is entitled to seek any and all fees or compensation equal to those received or committed or agreed to be paid in the agreement governing the transaction between the parties and the same are due and payable to the circumvented party under the terms of this agreement.

Initial: _____

4. NOTICES

- 4.1 The parties agree to make every effort to inform the other parties regarding any agreement, arrangement, meeting, undertaking, act or any other contact by which a commission, royalty, back-in, reversionary interest, profit, income or other benefit could result or accrue.
- 4.2 Each party will endeavor to inform the other parties about significant meetings and invite them to attend.
- 4.3 Any of the parties may elect to record any discussion among the parties without first giving notice to the other parties.

5. DISPUTE RESOLUTION

- 5.1 The parties agree to make every effort to reach closure in transactions that are mutually beneficial to all parties. Transactions that fail to achieve this result will not be consummated.
- 5.2 The parties agree that any unresolved controversy, claim or dispute arising from this agreement or any alleged breach hereof will be decided by arbitration before a panel of three, which arbitration shall be conducted in accordance with the rules of commercial arbitration of the American Arbitration Association.
- 5.3 Proceedings in arbitration shall be based on Texas law and are to take place in Dallas, Texas unless another location is mutually agreed upon in writing by the parties,
- 5.4 Any judgment rendered in arbitration may be entered in any Court having jurisdiction. Nothing contained herein shall deprive any party of the right to obtain injunctive or other legal or equitable relief.
- 5.5 The parties acknowledge and agree that in the event of litigation, the prevailing party shall be entitled to reimbursement of all arbitration costs, reasonable attorney fees and any other costs or charges reasonably necessary to the adjudication of the controversy.

6. GOOD FAITH

- 6.1 The parties hereto understand this agreement is reciprocal and all parties warrant, covenant, and promise that they will act in good faith toward each other in the performance of this agreement and in other related matters.

7. INVOLUNTARY LOSS, COMPROMISE, OR DISCLOSURE

- 7.1 The parties agree that, notwithstanding implementation of the reasonable and customary measures for attending to the privacy and security of Sources and Confidential Information covered under this agreement, it is not a violation of this agreement when loss, compromise or disclosure results from an unforeseeable, involuntary event such as fire, theft, or natural disaster.

Initial: _____

7.2 The parties agree that when any concerned party believes an event has occurred which may have directly or indirectly resulted in loss or compromise or inadvertent disclosure of Sources or Confidential Information of the kind contemplated in this Agreement, notification of the other parties is required within the (10) business days.

8. RIGHTS OF ASSIGNMENT

The parties hereto agree that this Agreement may be assigned by any subscribing party to any Third Party without the prior written consent of the other parties, provided that the party hereto and the succeeding assignee shall remain bound by the terms of this Agreement.

9. EXCLUSION WITH RESPECT TO PARTNERSHIP

The parties hereto agree that this Agreement will in no way be construed as being an act of partnership among the parties and that none of them shall have, as a result of the execution of this Agreement, any liability for the others parties' commitments of any kind.

10. PREVAILING LAW

10.1 All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be construed in accordance with the laws of the State of Texas.

10.2 If all remedies at law for any breach or threatened breach of this Agreement prove to be inadequate, any party hereto shall be entitled to enforce the specific performance of this Agreement and to seek both temporary and/or permanent injunctive relief without the necessity of proving actual damages outside of the terms of this Agreement.

11. WAIVER OF BREACH

The waiver by any of the parties hereto of a breach of any provision in this Agreement shall not be construed as that party's waiver of any subsequent breach of this Agreement or any provision within it.

12. UNENFORCEABILITY

If any provision of this Agreement is held to be void, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

13. TERM OF AGREEMENT

This Agreement will remain in effect for five (5) years from the date of its execution or five (5) years from final settlement of the last transaction involving the parties, whichever is later.

14. TERMINATION

This Agreement is terminable by written notification delivered by U.S. Certified or Registered Mail, Return Receipt Requested, thirty (30) days from receipt by all agreeing parties.

Initial: _____

15. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the principals, proprietors, companies, officers, assigns, directors and successors in interest of the parties hereto.

16. OFFICIAL ORIGINAL

A fully executed telecopy version of this Agreement shall be construed by all parties as an original version of the Agreement.

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior written or oral agreements among the parties. There are no representations, arrangements, understandings, oral or written, among the parties which relate to this subject that remain in force following execution of this Agreement.
- 17.2 This Agreement may be executed in counterparts, and the facsimile transmission of an executed counterpart to this Agreement shall be effective as an original.

Initial: _____

Accepted by:

GOODMARK CAPITAL GROUP, INC.

MARK A. BACON

President and Chief Operating Officer

Date

AGREEING PARTY

Name

Date

Address

Email

Print Name & Title

Authorized Signature

AGREEING PARTY

Name

Date

Address

Email

Print Name & Title

Authorized Signature