



EKR Investments
"We Buy Residential and Commercial Properties!"
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**MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE
BROKER AGREEMENT**

The signatories to this agreement are:

EKR Investments

and NAME _____

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE/FAX _____

EMAIL ADDRESS _____

the signatory, hereafter referred to as the ("**signatory /broker**").

This agreement is a reciprocal one between the signatories and where the following paragraphs mention the rights of **EKR INVESTMENTS and the signatory / Broker whereas the signatory / Broker is the introducing party.** This agreement is binding upon the parties hereto and their respective heirs, assigns, and successors.

1. It is understood that the **signatory / Broker** hereby agrees to: not circumvent **EKR INVESTMENTS** and the intermediary process, that is, not make any contact with, solicit, deal with, or otherwise be involved in any transaction(s) with regard to any investor, Servicer, bank, source, lender, trust, broker, client and/or equity partner that **EKR INVESTMENTS** introduces to the **signatory / Broker**. It is further agreed that the identity of any investor, Servicer, bank, source, lender, trust, broker, client, and/or equity partner introduced by **EKR INVESTMENTS** to the **signatory / Broker** is the property of **EKR INVESTMENTS**.

Initial _____

2. The **signatory / Broker** hereby agrees to hold in confidence and not disclose in any manner whatsoever, any of the confidential, proprietary information, including the names, phone numbers, fax numbers, email and other addresses, etc. of any source, lender, trust, broker, client, and/or equity partner that **EKR INVESTMENTS** introduces to the **signatory / Broker**. However, with written approval by **EKR INVESTMENTS**, the name of a source may be disclosed in order to effectuate and expedite a transaction.

Initial _____

3. This agreement is a perpetual guarantee and is irrevocable and noncancelable. It applies to all transaction(s) entertained by the signatories hereto, including subsequent, follow-up, repeat, extended, or renegotiated transaction(s) as well as the initial transaction(s), and any future transactions, regardless of the success of the project. The signatories agree that the identities of the parties who are introduced under this agreement are currently, and shall forever remain, the proprietary asset of the introducing signatory / Broker. The signatories mutually agree that this agreement can in no way bind third party borrowers and/or participants unless specifically agreed to in writing by such borrowers and/or participants.

4. If it is determined that any of the signatories has violated this agreement, the party in violation agrees to reimburse the other party, its assignee, or designee the full amount it would have received had it been involved with the transaction, plus court costs and attorney's fees deemed fair by the court, regardless if the party in violation would have received any fees, commissions, payment or funding.

5. In the event that any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby.

6. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, or modify this agreement except by an instrument in writing signed by both parties, or their duly authorized representatives.

7. Signed facsimile transmissions of this document shall be considered an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally enforceable as any full recourse commercial contract. This agreement will be governed and construed in accordance with the laws of the State of Michigan (USA).

8. It is agreed by our signatures that we confirm that we have full authority to execute this agreement and obligate any company, firm, corporation, partnership, organization, individual, and/or entity referenced herein.

I/We, the undersigned, guarantee the aforesaid MUTUAL
NONCIRCUMVENTION
AND NON-DISCLOSURE AGREEMENT and agree to be
bound by this agreement.

Executed on this _____ day of _____, 2010.

ACCEPTED BY SIGNATORY / BROKER: ACCEPTED BY EKR Investments:

Company Name: _____

Signatory / Broker: _____