

NON-CIRCUMVENTION NON DISCLOSURE AGREEMENT

This agreement is made in connection with as of _____, 20____, regarding the disclosure and non circumvention of business relationships and proprietary information disclosed by **PhoneOps Funding, LLC**, (hereinafter referred to as "PhoneOps") and _____ - _____, (hereinafter referred to as "Broker B").

DEFINITION:

Non-Circumvention Non-Disclosure is a legally-binding agreement that established to prevent a business from being bypassed or circumvented by other parties involved in a business deal.

WHEREAS:

Broker B wishes to receive and PhoneOps agreed to disclose on terms and conditions set out below certain Confidential Information (hereinafter defined) on a strictly confidential bases for the purpose of brokering mortgage loans through PhoneOps' funding sources.

THE AGREEMENT:

The undersigned parties, with the intention to be legally bound, hereby irrevocably agrees that Broker B will not circumvent, avoid, bypass, or obviate PhoneOps, directly or indirectly, to avoid payment of fees, or commissions, or any remuneration as discussed in this agreement.

Broker B hereby covenant and agree that Broker B will deal solely with PhoneOps, as detailed in this agreement in regards to all Transactions. Broker B agrees that its Representatives, its affiliates and/or parent company(ies) will not circumvent or attempt to circumvent PhoneOps by contacting directly or indirectly, contacting, contracting or participating with any of PhoneOps' Lenders, Funding Sources, representatives, affiliates, staff and/or parent company(ies) with respect to, or otherwise attempt to consummate the opportunity represented by any Transactions, except in participation with PhoneOps, respectively.

Broker B agrees to submit to PhoneOps mortgage loan applications online either *directly (Broker B staff members completes online applications)* or *indirectly (Broker B sends Applicant to website to complete online application)* according to the terms and conditions of this agreement. All applications must be submitted online.

A. Broker B agrees and warrants unto PhoneOps and any future Applicants Who transacts with Broker B that Broker B is not an employee for or acting on behalf of PhoneOps, but rather is acting for Broker B as an Independent Contractor for PhoneOps. Accordingly, Broker B shall hold harmless and indemnify, protect and defend PhoneOps from any claim arising solely from any act or omission of Broker B other than acts or omissions of Broker B occurring in response to direction or requests of PhoneOps.

B. Tri-Merge Credit Report: Broker B agrees that PhoneOps must pull credit for each Applicant of Broker B and payment of such credit pull will be required after completion of each online application. Payment must be received by either Broker B or Applicant.

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C. Checklist: Broker B agrees to submit all required documents that are on the Checklist within 24 hours of completing the online application or inform each Applicant to do so in order to proceed with the loan process.

D: Disclosures: Broker B agrees that PhoneOps must send out disclosures to all Applicants of Broker B. Broker B agrees to provide email addresses for each Applicant in order for PhoneOps to send disclosures to Applicants for eSigning.

E: Approval with Conditions: Broker B agrees to work directly with all Applicants that was sent to PhoneOps to get all conditions cleared within a weeks time in order to get a Clear to Close (CTC).

BROKER B. COMPENSATION:

Applicants from Broker B, PhoneOps will charge at a minimum, 3 points (*3% of the loan amount*) to each Applicant and out of the 3 points charged, PhoneOps shall pay Broker B compensation in the amount of 2 points for each closed loan. At any given time PhoneOps isn't able to charge a minimum of 3 points, compensation to Broker B will be adjusted accordingly. Compensation will only come from PhoneOps as Broker B is not allowed to be on the HUD-1 unless authorized by PhoneOps.

DURATION OF AGREEMENT:

This Agreement shall be effective upon its execution and shall, unless otherwise agreed between the Parties in writing, continue to be in force for a period of 2 years from the date of this Non-Circumvention Non-Disclosure Agreement or to any period to be agreed between PhoneOps and Broker B.

The provisions of this Agreement relating to confidential information that by their nature continues to be confidential shall survive any expiration or termination of this Agreement until such time as the information ceases to be Confidential Information.

TERMINATION:

The Agreement may terminate in the following manner:

A: Termination by Expiration of Term: This Agreement shall terminate at the expiration of its term.

B: Mutual Termination: In the event that the parties shall mutually agree in writing, this Agreement may be terminated on any date and upon the terms stipulated in such mutual agreement.

C: Breach of Agreement: Notwithstanding any other provision of this Agreement, PhoneOps may terminate this Agreement with immediate effect by notice in writing to Broker B without prejudice to the rights and remedies of PhoneOps if Broker B commits any serious or persistent willful breach of any material term of this Agreement.

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NCND AFTER TERMINATION:

In the event this agreement is terminated, abandoned or canceled, Broker B:

A: Will not seek the involvement with any of PhoneOps' Lenders, Funding Sources, representatives, affiliates, staff and/or parent company(ies) for alternate transactions with the proposed services for a period of five years without the inclusion of PhoneOps.

B: Shall not, without the prior written consent of PhoneOps, use any of the Information now or hereafter received or obtained from PhoneOps for any and all purposes whatsoever; and

C: All Information (*and all copies, summaries, and notes of the contents or parts thereof*) shall be returned to PhoneOps and its representatives without retaining any copies in any form for any reason.

BREACH OF NCND AGREEMENT:

In the event Broker B breach this NCND agreement directly or indirectly by contacting PhoneOps' funding sources, representatives, affiliates, staff and/or parent company(ies) during or after a transaction, cutting deals, asking to be on the HUD-1, discussing commission splits, sending invoice to be paid directly, etc. Broker B will forfeit any commissions due and may be subject to civil charges.

ARBITRATION:

The validity, interpretation, construction and performance of this Agreement shall be governed by the internal laws of the State of Florida, without regard to the principles of conflicts of law.

Both parties irrevocably agree to submit to the jurisdiction of any court in Brevard County Florida for the purpose of any suit, action or other proceeding arising out of this Agreement, or out of the transactions contemplated hereby.

If suit be brought in connection with or to enforce any term of this Agreement, PhoneOps shall be entitled to costs of suit up to 3 times the amount plus all attorney's fee as shall be fixed by the court and such fees and costs shall include those incurred in all post-trial or post-decision proceedings, including all appeals or retrials.

MODIFICATION:

No provisions of this Agreement may be modified, waived or discharged unless a written modification, waiver or discharge had been signed on behalf of both parties.

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LEGALLY BINDING:

This Agreement will be legally binding on the parties hereto, their principals, employees, representatives, agents, assignees, consultants, heirs, and successors; parties are advised to consult an attorney before signing if they desire legal advice. Essentially, the spirit of this agreement is one of mutual trust and confidence and reliance of each party to do what is fair, honest and equitable. Alabama law, Alaska law, Arizona law, Arkansas law, California law, Colorado law, Connecticut law, District of Columbia law, Delaware law, Florida law, Georgia law, Hawaii law, Idaho law, Illinois law, Indiana law, Iowa law, Kansas law, Kentucky law, Louisiana law, Maine law, Maryland law, Massachusetts law, Michigan law, Minnesota law, Mississippi law, Missouri law, Montana law, Nebraska law, Nevada law, New Hampshire law, New Jersey law, New Mexico law, New York law, North Carolina law, North Dakota law, Ohio law, Oklahoma law, Oregon law, Pennsylvania law, Rhode Island law, South Carolina law, Tennessee law, Texas law, Utah law, Vermont law, Virginia law, Washington law, and all other state law; the Commercial Code shall apply where applicable, and that in the event of such circumvention, either directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum services fee it should have realized from such transactions, attorney fees, and punitive damages.

AGREED TO AND ACCEPTED:

Broker B: (Name of Broker Entity)

Signature:

Date:

AGREED TO AND ACCEPTED:

PhoneOps Funding, LLC

Signature:

Date: