



Houston –San Diego–New York City –Salt Lake City –Orlando–Austin– Louisiana–Cincinnati
San Jose, Costa Rica–Brisbane, Australia

**NON CIRCUMVENTION, NON DISCLOSURE
AND CONFIDENTIALITY AGREEMENT**

WHEREAS, this Agreement made and entered into this ____day of _____, 20____, between the following:

Company Name: The Alonzo Group, Inc. DBA Walker Commercial Funding
Address: 5707 Green Timbers Drive, Humble, TX 77346
Telephone: USA: 281-852-9422
Fax: USA: 800-520-1599
E-Mail: brian@walkercf.com
President and CEO: Brian Walker

- and - _____

*****Please Print Very Clearly and Legibly*****

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Principals Names: _____, _____, _____

WHEREAS, this Agreement shall bind the said parties and their partners and employees, hereinafter referred to as (the "Parties"), jointly, severally, mutually and reciprocally for the terms and conditions expressly stated and agreed to below and that this agreement may be referenced from time to time in any document(s) or agreements.



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The terms and conditions of this agreement apply to any exchange of information written or oral, involving financial information, project information, personal or corporate names, contracts initiated by or involving the "Parties", and any addition, renewal, extension, roll-over, amendment, re-negotiation or new agreement, hereinafter referred to as the "Project/Transaction".

NOW THEREFORE, for and in consideration of the premises, mutual covenants and agreement herein contained the Parties contract as follows.

1. Scope of the Agreement

The "Parties" intending to be legally bound, hereby irrevocably agree and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest, or the interest or relationship between the "Parties" with the Funder, it's Employees and Advisors, Participating Companies, Producers, Buyers, Intermediaries, Distributors, Refiners, Shippers, Financial Institutions, Technology Owners or Manufacturers, to change, increase, or avoid directly, or indirectly, payment of established, or to be established, fees, commissions, or continuance of pre- established relationship, or intervene in a non-contracted relationship with Manufacturers or Technology Owners, with Intermediaries, Entrepreneurs, Legal Counsel, or initiate buy/sell relationships or transactional relationships that by-pass one of the "Parties" with any Corporation, Producer, Technology Owner, Partnership, or Individual revealed or introduced by one of the "Parties" to one another in connection with any on-going "Transaction" or "Project".

2. Non-disclosure

Furthermore, the "Parties" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly, to any third party, any confidential information provided by one party to the other regarding processes, prices, fees, financing arrangements, schedules and information concerning the identity of Sellers, Producers, Buyers, Lenders, Borrowers, Intermediaries, Distributors, Refiners, Manufacturers, Technology Owners, or telex/fax/telephone/e-mail numbers, references, product or technology information, and/or all other information, advised by one "Party" (ies) to another as being confidential or privileged, without the prior specific written consent of the "Party" (ies) providing such information.

3. Registration

A signatory introducing a source(s) to be protected under the provisions and terms of this agreement agrees to register such source(s) with the other "Party" (ies) to this agreement. A source(s) is deemed registered when such other "Party" (ies) gives his/her/its written approval to the source(s) offered by the introducing signatory.

4. Term



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This Agreement shall be valid for a minimum period of five (5) years from the date of the Agreement and for two (2) years after completion of each Transaction or exchange of information, whichever occurs later, with additional two (2) years automatic roll-over/renewals at the close of each Transaction or exchange of information and thereafter at the end of any roll-over period, without the need for advisement, unless mutually agreed in writing to be terminated by all the "Parties", which termination can occur only at the end of any roll-over period and must be acknowledged by notice through certified mail thereof. If notice is not given by all the "Parties" within ten (10) days after the beginning of the roll-over period, it shall be construed that the agreement is in full force and in effect between the "Parties" for another two (2) years.

5. Breach

Legal remedy for breach of any of the above agreed to Covenants shall be governed in accordance with:

- a) **Jurisdiction and Venue.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the internal laws of the State of Texas, without giving effect to the principles of conflicts of the law thereof. Any dispute arising under this Agreement shall be promptly submitted to and heard and determined in the County of Harris, State of Texas. The prevailing party (as determined by the court) shall be entitled to recover from the other party all costs and expenses, including but not limited to attorney fees, incurred in enforcing its rights under the arbitration process.

6. Force Majeure

It is clearly understood and agreed that a signatory cannot be considered or adjudged to be in violation of this Agreement when the violation is involuntary, i.e., due to situation(s) beyond his/her/their control, such as Force Majeure (as stated by the ICC, Geneva, Switzerland), theft, or a signatory's other connection and/or any other third party having prior knowledge or possession of the privileged information without the intervention or assistance of the said signatory.

7. Commissions and Fees

Commissions, fees, compensation or remuneration to be paid as part of a Transaction covering any of the "Parties" to this Agreement, shall be agreed upon by separate written agreement by the "Parties" concerned and shall be paid at the time such Contract is designated or concluded and monies change hands between Parties or between a funding source and the Project, unless it is otherwise agreed among the "Parties". The "Parties" hereby irrevocably and unconditionally agree and guarantee to honour and respect all such fees, commission or remuneration arrangements made as part of a Transaction even in the event that the "Party" (ies) is/are not an integral member to a specific commission and fee/remuneration agreement.

8. Validity

In the event of any part of this Agreement being held invalid or ineffective by reason of law or otherwise, the balance of this Agreement shall continue in full force and effect. However, the undersigned "Parties" undertake to come to an agreement to achieve the purpose sought for the ineffective provision(s) insofar as it is possible.



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9. Claims

All notices, statements, requests, demands and/or claims by any "Party" to the other "Parties" and/or signatories shall be in writing and shall be deemed to have been fully given and delivered only if delivered in person, by registered mail, courier, facsimile or secured pdf file transferred by email, the latter being valid and enforceable as original.

10. Copies

It is agreed that a facsimile copy of this Agreement signed by all "Parties" shall be deemed valid and enforceable as an original copy and is legal and binding. Without prejudice to any foregoing clause it is further agreed that a copy of this Agreement shall be incorporated as an annex to any Contract to which the "Parties" bind themselves.

11. Special Conditions

Any third party (ies) to whom the "Parties" contractually bind themselves in a Sales Purchase Contract resulting from negotiations amongst or between or stemming from the "Parties" herein shall be incorporated in this Agreement and their particulars shall be added hereto.

IN WITNESS WHEREOF, the "Parties" hereto have executed and delivered these covenants by mutual agreement the day and year first before written.

Each representative signing below avows that he/she is duly empowered by his/her respectively named company to bind it to the commitments and obligations herein. By signing this Agreement in the places provided herein below, the Parties agree to be bound by the provisions hereof.

Signed without any corrections:

Brian Walker, Walker Commercial Funding _____
_____, _____, _____

Principal	Signature	Date
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