

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

The Parties wish to explore business opportunities of mutual interest. Each party may disclose confidential business information which the disclosing party wishes to remain confidential. Upon execution of this Agreement, the Parties agree to respect the integrity and tangible value of this Agreement between them.

1. Contacts Deemed Exclusive and Valuable. Because of this Agreement, the Parties involved in this transaction or series of transactions may learn from one another, or from their principals, the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as “Contacts.” The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of this Agreement, including any renewal/roll-over period.

2. Nonrecruitment of Employees. During the term of this Agreement and for one year after the termination of this Agreement, parties shall not, directly or indirectly, hire, solicit or recruit for employment or encourage to leave employment with other parties, on its own behalf or on behalf of any other person or entity unless such person has thereafter ceased to be employed by the party for a period of at least one (1) year prior to any such hiring, solicitation, recruitment or encouragement.

3. Nonsolicitation of Clients, Customers and Vendors. Parties agree that, during the period of this partnership and for one (1) year after the termination of this Agreement, parties shall not, directly or indirectly, on behalf of itself or of anyone other than party, solicit or attempt to solicit any client, customer and or vendor of other parties for the purpose of providing similar or Competitive Services without the written consent. For purposes of this Agreement, the term “Competitive Services” means services in any of the business lines of the parties as of the date of termination of this Agreement, including lines or types of business contemplated by the parties to be available within six (6) months of termination of this Agreement, and the terms “Clients, Customers and or Vendors” means any person or entity (A) with whom the parties had contact on behalf of other parties during the term of this Agreement or (B) about whom the party learned confidential information or trade secrets during or as a result of its providing the Services to or on behalf of the other party, or (c) any client, customer or vendor of party.

4. Nonsolicitation of Clients, Customers and Vendors. Parties shall not, directly or indirectly, on behalf of itself or of anyone other than that party, solicit or attempt to solicit any client, customer and or vendor of the other party for the purpose of providing similar or Competitive Services without the written consent of the other party, including for the avoidance of doubt, the parties introduces to the other parties.

5. Nondisparagement. During the term of this Agreement and during the period after the termination of this Agreement, parties will not make any statements (written or oral) that could reasonably be perceived as disparaging about other parties, its owners, members, employees, contractors and affiliates. By way of example and not limitation, parties agree that it will not make

any written or oral statements that cast in a negative light the services, qualifications, business operations or business ethics of any of the parties, its owners, members, employees, contractors and affiliates. Notwithstanding anything contained in this Section to the contrary, parties shall be prohibited from offering truthful testimony in any action to enforce this Agreement or from seeking damages for the breach hereof, or regarding any other agreement between parties or between its affiliates, or to assert any other claims either Party hereto may have.

6. Non-Exclusive Agreement. Each party acknowledges that this is not an exclusive agreement. Party may contract with other parties providing same or similar services, so long as those parties, partners, corporations, or employees were not introduced by the other party.

7. Confidentiality. The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent. Such confidentiality will include any names, addresses, email addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

8. Non-Disclosure. The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, specifications, product, services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing party or parties.

9. Liquidated Damages. In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to three (3) times the commission or fee the circumvented Party should have realized in such transactions, by the person(s) or entity(ies) engaged on the circumvention for each occurrence. Attorney Fees. If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

10. Provisions if Voided. If any provision of this Agreement is deemed void by any court of competent jurisdiction, the remaining provisions shall remain in force and effect.

11. Term of Agreement, Automatic Renewal or Roll-Over. This Agreement is effective for a period of three years after signed date and rolled over automatically except for willful misconduct of a party to this agreement.

12. Consent to Personal Jurisdiction. THE PARTIES HEREBY EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF OCCURANCE OR IN A JURISDICTION RECOMMENDED BY LEGAL PARTIES. THIS IS FOR ANY LAWSUIT FILED BY EITHER PARTY RELATED TO THE TERMS OF THIS AGREEMENT.

13. Entire Agreement. This Agreement contains the entire understanding between the Parties, and any waiver, amendment or modification to this Agreement is subject to the above conditions and must be attached to this Agreement.

14. Authority to Act/Bind. Upon execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.

An e-mail, facsimile, DocuSigned copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By my signature or electronic signature below, I warrant that I have complete authority to enter into this Agreement.


[The Remainder Of This Page Is Intentionally Left Blank ; Signature Page Follows]

SIGNATURE PAGE

Individual Name #1

Felton E. Lewis III | FOUNDER AND CEO

Printed Name/Title



Signature

4/15/2020

Date

Individual Name #2

Felton E. Lewis III | PRINCIPAL

Printed Name



Signature

4/15/2020

Date

Individual Name #3

Printed Name

Signature

Date

Individual Name #4

Printed Name

Signature

Date

Individual Name #5

Printed Name

Signature

Date

ADDENDUM A | ENGAGEMENT TERMS AND PO PROCEDURES

ENGAGEMENT TERMS:

Thank you for engaging Lab References Advisory Group.

- A. BUYERS REPRESENTATIVE AND/OR BUYER MUST SIGN NCNDA
- B. BUYERS REPRESENTATIVE sends PO to order@labreferences.com
- C. PO is audited for compliance, and BUYER is introduced to SOURCE
- D. SOURCE will be introduced via secured encrypted app to BUYERS REP
- E. BUYERS REP will be introduced to COUNSEL overseeing transaction