

CONFIDENTIALITY NON CIRCUMVENTION and NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY NON CIRCUMVENTION and NON-DICSLOSURE AGREEMENT (the “Agreement”) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_by and between RAINSTAR CAPITAL HOLDINGS, LLC (“RAINSTAR CAPITAL HOLDINGS”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“THE COMPANY”).

 **W I T N E S S E T H:**

WHEREAS, RAINSTAR CAPITAL HOLDINGS intends to disclose certain confidential information and trade secrets, which are not readily available to the general public, (both as defined hereinafter and collectively referred to as "Confidential Information") to THE COMPANY with respect to certain properietary business models, investment opportunities and relationships in connection with the consideration by THE COMPANY of a partnershipand / or Notes from or via RAINSTAR CAPITAL HOLDINGS, and from which RAINSTAR CAPITAL HOLDINGS expects to receive financial gain; and

WHEREAS, without the execution of the Agreement, RAINSTAR CAPITAL HOLDINGS would not disclose the Confidential Information to THE COMPANY.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals hereinabove set forth are acknowledged by the parties to be true and correct and are incorporated herein by reference.
2. Definition of Confidential Information. For the purposes hereof, the term "Confidential Information" shall mean any and all loan information, borrower information, financial statements, documents, pricing information, biographical information, analysis, and all other information, documents, items or communication disclosed by RAINSTAR CAPITAL HOLDINGS relating to the investment oppourtunities; provided, however, that the term Confidential Information shall not include any information which
	1. is or becomes generally available to the public other than as a result of a breach of this Agreement;
	2. was within THE COMPANY's possession prior to it being furnished to THE COMPANY by RAINSTAR CAPITAL HOLDINGS ; or
	3. becomes available to THE COMPANY on a non-confidential basis from a source other than RAINSTAR CAPITAL HOLDINGS , provided that to THE COMPANY's knowledge, such party is not bound by a confidentiality agreement with respect to such information.
3. Review of Confidential Information. RAINSTAR CAPITAL HOLDINGS shall provide the Confidential Information to THE COMPANY at such time and in such manner as may be mutually determined by RAINSTAR CAPITAL HOLDINGS and THE COMPANY. Confidential Information shall only be provided by RAINSTAR CAPITAL HOLDINGS to those employees and representatives of THE COMPANY, specified by THE COMPANY in writing.
4. Disclosure of Confidential Information. THE COMPANY hereby agrees, on behalf of itself, its officers, its directors, its employees, its representatives, its parent, any subsidiaries or any affiliated entities controlled by THE COMPANY (collectively, the “Affiliates”) as follows:
	1. THE COMPANY shall not at any time or in any manner or fashion, either directly or indirectly, without the prior written agreement of RAINSTAR CAPITAL HOLDINGS ;
		1. use, derive a benefit from or otherwise claim any proprietary interest in the Confidential Information in any way detrimental to RAINSTAR CAPITAL HOLDINGS or RAINSTAR CAPITAL HOLDINGS's business, or circumvent the financial expectancy of RAINSTAR CAPITAL HOLDINGS from the use of the Confidential Information;
		2. divulge, disclose or communicate to any third party or entity whomsoever any of the Confidential Information; or
		3. make any statement, public announcement or any release to trade publications or to the press or make any statement to any competitor, customer or any other third party, regarding the Confidential Information, or that discussions between the parties are on-going, except as may be required by a court of competent jurisdiction in order to comply with the requirements of any law, governmental order or regulation.
	2. THE COMPANY shall take all reasonable action, which shall be necessary or appropriate, to prevent the unauthorized use and disclosure of the Confidential Information, and to protect the interests of RAINSTAR CAPITAL HOLDINGS in and to the Confidential Information.
	3. THE COMPANY shall require its Affiliates to abide by the terms of this Agreement and retain all Confidential Information in strict confidence. Furthermore, THE COMPANY shall be liable for any breach of the terms of this Agreement by any of its Affiliates.
	4. No Confidential Information shall be disclosed by THE COMPANY to any consultant, professional representative, attorney, accountant, banker or agent of THE COMPANY or otherwise (hereinafter “Related Parties”) without execution of a counterpart of this Agreement by such Related Party acknowledging agreement by such Related Party to be bound by the terms and conditions hereof which shall first be forwarded to DEBSTAR CAPITAL.
	5. By accepting this agreement, THE COMPANY agrees to the following, regarding confidential consumer or personal information disclosed by RAINSTAR CAPITAL HOLDINGS , in accordance with the Gramm-Leach-Bliley Act and the Office of the Comptroller of the Currency regulation (12 CFR Part 40) on Privacy of Consumer Financial Information: THE COMPANY agrees that it is prohibited from disclosing or using information provided to THE COMPANY pursuant to any agreement or contract with RAINSTAR CAPITAL HOLDINGS other than to carry out the purposes of such agreement(s) or contract(s) for which RAINSTAR CAPITAL HOLDINGS disclosed the information to THE COMPANY or otherwise in accordance with an exemption under 12 CFR 40.14 or 40.15.
	6. The terms of this Subsection, as well as the remedies available as a result of breaches thereof, shall survive any termination of this Agreement.
5. Remedies. THE COMPANY acknowledges that any violation of the terms of this Agreement by THE COMPANY, the Affiliates or any Related Party may cause RAINSTAR CAPITAL HOLDINGS immediate and irreparable harm and that the damages which RAINSTAR CAPITAL HOLDINGS will suffer may be difficult or impossible to measure. Therefore, in the event of any actual or threatened violation of this Agreement, RAINSTAR CAPITAL HOLDINGS shall be entitled to seek and obtain a restraining order or an injunction, without the necessity of posting a bond therefore, restraining or enjoining such action or threatened action by THE COMPANY, the Affiliates, any Related Party or any entity or person acting by, through or in concert with THE COMPANY, the Affiliates or any Related Party. Such remedy shall be additional to and not a limitation upon any other remedy which may otherwise be legally available to RAINSTAR CAPITAL HOLDINGS , including but not limited to a remedy for damages occasioned by the breach of the terms of this Agreement (which damages shall include costs, expenses and reasonable attorneys' fees).
6. Prior Information. THE COMPANY agrees that any Confidential Information disclosed by RAINSTAR CAPITAL HOLDINGS to them prior to the execution of this Agreement, shall be deemed Confidential Information and shall be subject to the terms of this Agreement.
7. Return of Information. Unless RAINSTAR CAPITAL HOLDINGS otherwise agrees in writing, all Confidential Information along with all other documents, memoranda, notes and all other writings whatsoever prepared by THE COMPANY based on or arising out of the Confidential Information shall be returned to RAINSTAR CAPITAL HOLDINGS (without retaining any copies thereof) within ten (10) days from receipt of a demand therefor by RAINSTAR CAPITAL HOLDINGS; provided, however, that in the case of any information prepared by THE COMPANY, THE COMPANY may, in the alternative, destroy such information and thereafter supply RAINSTAR CAPITAL HOLDINGS with written certification and verification of its destruction.
8. Relationship of Parties. Nothing contained in this Agreement shall authorize, empower, or constitute THE COMPANY as an agent of RAINSTAR CAPITAL HOLDINGS in any manner; authorize or empower THE COMPANY to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of RAINSTAR CAPITAL HOLDINGS ; or authorize or empower THE COMPANY to bind RAINSTAR CAPITAL HOLDINGS in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of RAINSTAR CAPITAL HOLDINGS . Nothing contained in this Agreement or in the relationship between THE COMPANY and RAINSTAR CAPITAL HOLDINGS, created by this Agreement, shall be deemed to constitute a partnership, joint venture or any other relationship.
9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter, and no amendment, modification or waiver of any paragraphs or provisions thereto shall be valid unless undertaken in conformity with this Agreement and unless in writing and signed by all parties hereto.
10. Attorneys' Fees. In the event of a dispute with reference to this Agreement, the prevailing party shall be entitled to attorneys' fees and costs incurred in resolving such dispute at all levels, including appeals.
11. Governing Law. This agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Michigan, United States of America, without regard to principles of conflict of law and irrespective of the fact that one or more parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country.
12. Venue/Jurisdiction. In the event of the institution of any such action, suit or proceeding, each of the parties hereto hereby consents to the exclusive jurisdiction and venue of the courts of the State of Michigan most proximate to Grand Rapids, with respect to any matter relating to this Agreement and the performance of the parties' obligations hereunder and each of the parties hereto hereby further consents to the personal jurisdiction of such courts. Any action suit or proceeding brought by or on behalf of either of the parties hereto relating to such matters shall be commenced, pursued, defended and resolved only in such courts and any appropriate appellate court having jurisdiction to hear an appeal from any judgment entered in such courts. The parties hereby agree that service of process may be made in any manner permitted by the rules of such courts and the laws of the State of Michigan.
13. No Implied Waivers. The failure of either party to require the performance by the other party to any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not constitute a waiver of any subsequent breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.
14. Authorization. The parties signing this Agreement represent that they have the full authority to do so.
15. Binding Effect. This Agreement, and any amendments hereto made in accordance herewith, shall be binding upon the parties hereto, their legal representatives, assignees and creditors and all other persons with notice or knowledge of this Agreement, whether such notice is constructive or actual.
16. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.
17. Severability. If any paragraph or provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions hereof, all of which paragraphs and provisions and portions thereof are hereby declared severable.
18. Facsimile Execution. Facsimile signatures on counterparts of this Agreement are hereby authorized and shall be acknowledged as if such facsimile signatures were an original execution, and this agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party to any other party.
19. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY

RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

The term of this agreement is a perpetuating for a period of one (1) year from the date of execution. It applies to any and all transactions present and future including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

The Parties and their associates involved in this transaction may acquire proprietary information from one another, or contact information for principals, investor’s borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties agree that the identities of these contacts are exclusive and valuable contacts in respect to both Parties and will remain proprietary for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, email, internet registrations and/or other pertinent information disclosed or revealed to either Party. Notwithstanding the forgoing, the restrictions contained above shall not apply to any contact which the Party to whom the contact was provided can prove already was known to such Party at the time of disclosure by the Party who provided the contact.

The Parties agree that due to the many variables surrounding each Business Financial Transaction that will occur because of this agreement, the commission to be paid and/or the fee structure between the Parties can vary. When applicable, a separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before all Business/Financial Transactions are completed.

In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions plus damages, by the person (s) engaged on the circumvention for each occurrence. 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.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and

must be attached hereto.

A facsimile copy of this Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

This agreement has been entered into on this date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first hereinabove written.

RAINSTAR CAPITAL HOLDINGS LLC

By: Kurt Nederveld

Name: Kurt Nederveld

Title: CEO and Managing Partner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign and then scan and email to deals@rainstarcapitalholdings.com or FAX to 616-588-6170.