

## Mutual Non-Disclosure and Confidentiality Agreement

This Agreement is by and between

and all agents, employees and related entities (hereinafter jointly referred to as "Client") and **CONSTRUCTION FUNDING.US**, and all agents, employees and related entities (hereinafter referred to as the "Company").

The Parties may furnish to each other certain proprietary information, names and introductions to capital sources, business and/or real estate projects, brokers, materials, video, audio, print or digital and/or data relating to the projects or funding sources.

We further acknowledge that such information, contacts, materials and/or data is the exclusive property of the respective party who furnished them, and/or any of their subsidiaries or business partners and shall be considered private and confidential.

We also agree not to use the aforementioned information for our own personal gain or for the gain of any third party and acknowledge that such use, and/or any disclosure of information by either Party, and/or directly or indirectly by my associates, advisors, agents, consultants, employees or representatives, shall constitute a breach of this Agreement and may cause serious harm or damage to the damaged Part, and/or any of their subsidiaries or business partners and will be liable for any redress sought by the aforementioned parties.

<u>**Client</u></u>: Client agrees that it will not directly or indirectly, in any way attempt to circumvent the Company with regard to its proprietary and confidential investors and funding sources. The undersigned Parties shall not use any of the Confidential Information to compete, circumvent, or otherwise use the Confidential Information for their own benefit to the exclusion of any undersigned party.</u>** 

<u>Subsequent Loans Also Covered</u>: In particular, while funding loans, Client will gain substantial knowledge about the Company's investors and sources of funding. Client agrees that, if it wishes to secure subsequent loans from these same sources, it will only do so through the Company. Client agrees not to directly approach any of the funding sources that were introduced by the Company.

**The Company**: The Company shall have the right to disclose all details about Client's project(s) to its investors, funding groups, service providers and other Parties in furtherance of funding activities. However, the Company shall not disclose any confidential information about projects or its principals to any unnecessary third parties.

This Agreement shall be governed by the laws of the State of California. It may be executed in counterparts and facsimile or electronic copies shall be considered as originals. This Agreement may only be modified in writing. In the event of a dispute, each side to bear its own costs and attorneys fees.



The signer(s) represent that they have the authority to sign on behalf of their Party.

## Acknowledge and agreed to by the Parties:

Client:	The Company: Construction Funding.US
Address:	Address: 29 Orinda Way, Suite 1843 Orinda, California 94563
Phone Number:	Phone Number: 844.386.3266
Email:	email: Admin@ConstructionFunding.US
Dated:	Dated:
Signature:	Signature: