



MUTUAL NON-DISCLOSURE,
NON-CIRCUMVENTION, AND
NON-COMPETITION AGREEMENT

Information Section:

Effective Date of this agreement:

_____, 20_____.

Party One:

("Party One" refers to each of the following entities, individually and in any combination.)

Phone:

Email1:

Fax:

Email2:

Party Two:

The Millionaires Real Estate Investment Club, llc

(a Florida limited liability corp.)

ATTN: Michael Poggi, Managing member
11365 earnest blvd. Davie fl, 33325

e-mail: michael@themillionairesgroup.com

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Phone: 954-306-3586 office
Fax: 954-236-3788

This MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-COMPETITION AGREEMENT (the "Agreement") is made and shall become effective on the date noted above as the Effective Date.

WHEREAS, the Parties are discussing a potential strategic business transaction (the "Transaction") and, in the course of such discussions or Transaction, the Parties may disclose (directly or indirectly) to each other, or develop, Proprietary Information (as defined below); and

WHEREAS, the Parties acknowledge that the Proprietary Information of each party is a valuable asset of that Party, and that misuse or unauthorized disclosure of the Proprietary Information may substantially impair the value of the Proprietary Information or jeopardize the Transaction.

WHEREAS, any Party hereto may be either a Disclosing Party or a Receiving Party, depending upon the context of the disclosure in question.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree that disclosure of Proprietary Information, discussions, and the transaction shall be made and governed as follows:

1. Proprietary Information means any information, knowledge, or data, regardless of form or content, received by a Receiving Party from a Disclosing Party in connection with the discussions or Transaction that is: (i) clearly marked by Disclosing Party at the time of disclosure with proprietary markings, legends, or stamps (e.g. “Confidential,” “Proprietary,” “Company Private”); or (ii) if orally or visually disclosed or otherwise incapable of being so marked, identified as proprietary at the time of said disclosure and, either contemporaneously or within thirty (30) days thereafter, described and confirmed as proprietary in writing by Disclosing Party.

2. Proprietary Information shall not include information that Receiving Party demonstrates by tangible evidence is or was: (i) in the public domain at the time of initial disclosure to Receiving Party, or subsequently becomes publicly known through no fault or negligence of Receiving Party; (ii) known to Receiving Party prior to the time of initial disclosure hereunder; (iii) rightfully received by Receiving Party, without restriction as to further disclosure, from a third party not bound by a non-disclosure agreement with Disclosing Party or otherwise prohibited from transmitting the information to Receiving Party by a contractual, legal, fiduciary, or other obligation; (iv) independently developed by, for, or on behalf of the Receiving Party without use of Proprietary Information provided by the Disclosing Party; (v) required to be disclosed pursuant to proper governmental or judicial process or under applicable law or regulation; provided that Receiving Party promptly provides notice of such process to Disclosing Party in order that it may have every reasonable opportunity to intervene in such process to contest such disclosure; or (vi) provided by Disclosing Party after the termination of this Agreement.

3. The decision to disclose Proprietary Information is within the sole discretion of Disclosing Party, and Disclosing Party shall retain ownership of, and all rights to, such Proprietary Information, notwithstanding any such disclosure. Neither Disclosing Party nor its affiliates, directors, officers, employees, or agents shall be liable for, or make herein or in any other manner, any representation or warranty (express or implied) concerning the completeness or accuracy of any portion of the Proprietary Information, except pursuant to representations and warranties that may be made to Receiving Party in a Definitive Agreement if, when, and as executed, and subject to such limitations and restrictions as may be specified therein. Definitive Agreement means a detailed written agreement or series of related agreements executed by the Parties or their affiliates that fully consummate the Transaction, but excluding any memorandum of understanding, letter of intent, term sheet, or other preliminary agreement or any written or oral acceptance of any offer or bid by any Party.

4. Receiving Party shall: (i) safeguard Disclosing Party's Proprietary Information by using at least those efforts used in preventing disclosure of its own proprietary information to any third party, and that such efforts and the such standard of care used is and shall be no less than "commercially reasonable care under the circumstances"; (ii) use such Proprietary Information only in furtherance of the discussions and the Transaction and to the extent necessary to enforce any claim Receiving Party may have for infringement of its patents, copyrights, trademarks, services marks, trade names, trade secrets, or intellectual property rights, and for no other purpose; (iii) limit the number of copies, summaries, and/or compilations of such Proprietary Information to those necessary for evaluation of the Transaction, provided that such copies shall include all markings, legends, or stamps which originally identified the information as Proprietary Information; (iv) not cause or permit the reverse engineering, reverse assembly, or reverse compilation of any such Proprietary Information consisting of sample products or other equipment or materials and any information derived there from; (v) not disclose such Proprietary Information to any third party, other than Authorized Recipients without prior written consent of Disclosing Party, which consent may be withheld in Disclosing Party's sole discretion; (vi) upon termination of this Agreement, immediately refrain from further use of such Proprietary Information and, at Disclosing Party's option, either: (a) return to Disclosing Party such Proprietary Information and any copies thereof; or (b) destroy such Proprietary Information and copies, as well as any summaries, compilations, or analyses incorporating such Information (including any held in computer, electronic, or similar format), and certify same in writing to Disclosing Party; provided, however, that under either option the general counsel of Receiving Party shall be entitled to keep one copy of Proprietary Information received from Disclosing Party pursuant to this Agreement. **"Authorized Recipients"** means only those officers, directors, employees, subsidiary employees, affiliates, contract employees, subcontractors, agents, advisors (including but not limited to legal, financial, and technical advisors) or consultants of the Receiving Party who are: (y) directly involved in the Transaction on a need-to-know basis; and (z) directed by Receiving Party to observe and abide by the terms of this Agreement. **"Authorized Recipients"** shall not be deemed to include any person or entity who/which has executed this agreement, or one substantially similar, as a direct party.

5. Receipt by Receiving Party of Proprietary Information hereunder shall not impair its right to develop, manufacture, use, purchase or sell products and services competitive with those offered by Disclosing Party, provided that Receiving Party shall not use the Proprietary Information in furtherance thereof.

6. Disclosing Party shall not disclose Proprietary Information that would constitute a violation of applicable export control and trade laws and regulations. Receiving Party shall not knowingly export or re-export Proprietary Information subject to such export control and trade laws and regulations unless prior written authorization is obtained from Disclosing Party and all relevant regulatory authorities.

7. Receiving Party shall be responsible for any breach of this Agreement by its Authorized Recipients, but not for breaches by any party (person or entity) who/which has executed this agreement, or one substantially similar, as a direct party. Receiving Party acknowledges that Disclosing Party would be irreparably damaged and be without adequate remedy at law for Receiving Party's or Authorized Recipients' breach of this Agreement. Accordingly, Receiving Party hereby: (i) consents to the entry of any temporary restraining order or preliminary or ex-parte injunction to enforce the provisions of this Agreement, in addition to any other remedies available at law or in equity; and (ii) waives any requirement that a bond or any other security be posted in connection with the entry of any such restraining order or injunction. Receiving Party shall be liable to Disclosing Party for any actual damages, including loss of profits, suffered by Disclosing Party.

8. This Agreement shall not be construed as: (i) creating any rights or obligations other than those expressly set forth herein, including, but not limited to the fact that this Agreement does not grant Receiving Party any right or license to the Proprietary Information, does not create a partnership, agency, or other business relationship between the Parties, does not create any obligation to create any such relationship or to negotiate or consummate the Transaction; or (ii) requiring reimbursement for any costs and expenses (including attorney's fees) incurred in connection with the negotiation and execution of, or performance under, this Agreement – each Party shall be solely responsible for its respective costs and expenses in connection therewith.

9. This agreement does not of itself create, affect, or effect any fee arrangement or obligation between the parties hereto. Such arrangements, if any, shall be the subject of a separate agreement.

10. This Agreement shall automatically terminate two (2) years from the date first above written. Either Party may terminate this Agreement earlier by giving thirty (30) days prior written notice. Receiving Party's obligations under this Agreement as to the protection or use of Proprietary Information shall continue indefinitely, notwithstanding any expiration or termination of this Agreement, unless and until (i) such Proprietary Information shall cease to be within the

definition of Proprietary Information or (ii) otherwise agreed to in writing by Disclosing Party.

11. Except as required by applicable law, regulation, or stock exchange rule, neither Party shall disclose to any third party (except Authorized Recipients) prior to the termination of this Agreement and without the prior written consent of the other Party (which consent may be withheld in such Party's sole discretion), the existence, content, or nature of this Agreement, the discussions, or the Transaction.

12. This Agreement shall be governed by the laws of the State of Florida, without regard to choice of law principles, so that Florida law shall apply. Any controversy arising out of, or relief sought pursuant to, this Agreement shall be filed in a state court residing in Broward County, Florida, or in federal court for the Southern District of Florida, and the Parties hereby expressly agree that such courts shall have jurisdiction and venue of any such action.

13. The Parties acknowledge that the Proprietary Information received from the Disclosing Party pursuant to this Agreement may represent material, non-public information and that the securities laws of the United States and/or other countries prohibit the Receiving Party and its officers, directors and employees who have received such information from purchasing or selling securities of the Disclosing Party, or, if applicable, a parent, subsidiary, or otherwise affiliated corporation of the Disclosing Party based on said information, and the Parties agree not to do so.

14. The Parties mutually acknowledge and agree that they shall not use any knowledge or information gained pursuant to a disclosure made by another party hereto under the protection of this agreement to circumvent or compete with the disclosing party, or to profit there from without the consent of the disclosing party.

15. All notices, consents, waivers and other communications required or permitted under this agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by an internationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the address and marked to the attention of the person (by name or title) designated herein (or to such other address or person as a Party may designate by written notice to the other Parties. Unless modified by later notice of change, which notice shall be expressly acknowledged by the party receiving the notice of address change, shall be the address noted above herein for each party hereto.

Party One agrees not to directly contact investors, lenders, or hedge funds introduced to Party One by Party Two without the express written permission of Party Two.

WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

(Any party may sign and then either fax his signed signature page (to the fax number shown above for MILLIONAIRES CLUB, LLC), or scan to PDF and email said electronic facsimile of his signature page to MILLIONAIRES CLUB, LLC (to the email address shown above). Any such signature shall be as valid and binding as an original signature, and it may be relied upon by all parties. Any and all signatures hereto may be electronically incorporated in a final draft of this agreement as the legal signature of the person signing.)

Signed by and on behalf of the parties as follows:

BY PARTY ONE:

_____ (party one)

By _____, in his/her capacity as

its _____

BY PARTY TWO:

_____, as managing member.

The Millionaires Real Estate Investment Club, llc
(Party Two)

By: MICHAEL POGGI, in his/her capacity as

Its: MANAGING MEMBER