



Global Investment Services Corp.

Non Circumvention and Non Disclosure Agreement

Agreement made on this date _____ by and between Global Investment Services Corp., (Lender) located at 10 Market Street, Suite 140 Camana Bay Grand Cayman KY1-9006, and _____ (Agent) located at _____ who mutually agree to the following provisions and that this Agreement replaces any prior Agreement, if any, by and between the parties.

1. Agent requires Confidential and Proprietary information from Lender prior to completing a Loan Transaction. Lender agrees to provide such information subject to this agreement.

2. Non-Circumvention:

a. During the term of this agreement, neither Lender nor any of its officers, directors, shareholders, partners, affiliates or agents shall contact, do business with, or otherwise solicit any Borrower introduced to or otherwise referred to Lender by Agent for the purpose of circumventing Agent, the result of which shall be to prevent Agent from realizing or recognizing revenue as contemplated by Lender from the proposed Loan Transaction.

b. Agent agrees not to make direct or indirect contact at any time with Lenders various back office operations, analytical team, counsel, etc., except through contacts specifically designated by Lender. The Agent further agrees to not disclose such information to any third party. Agent agrees that such circumvention could result in severe financial and damages to Lender, and that Lender shall have the right to sever such relationship with legal and financial recourse to the Agent.

3. Non-Disclosure:

a. Both Parties agree that any and all Confidential Information, whether oral or written, received by or disclosed by either Party or by any of the shareholders, officers, directors, other employees or other representatives of either Party, shall be and shall remain strictly confidential. Neither Party shall, at any time, in any manner, directly or indirectly, divulge or in any manner whatsoever disclose to any other unaffiliated person, firm or entity whomsoever, all or any portion of the reference Confidential Information except as specifically authorized in writing by the other Party in connection with the furtherance of this and future Agreements.

b. Limited Use of Confidential Information. Each Party agrees that it will not in any manner, directly or indirectly, use or otherwise employ all or any portion of the Confidential Information except in furtherance of the negotiations between the Parties or any future business relationships between the Parties, and specifically, without limiting the generality of the foregoing, that it will not use or otherwise employ all or any portion of the Confidential Information for any independent business endeavor.

10 Market Street, Suite 140 Camana Bay Grand Cayman KY1-9006

Tel: 888-684-7710

www.giscorponline.com



Global Investment Services Corp.

4. This Agreement shall continue in force until amended in writing or terminated by either party by certified mail giving 30-day notice of such termination. Termination by either party does not alter the provisions of this Agreement as they relate to Lender's compensation and to non-circumvention.

5. Neither this Agreement nor any of the duties and obligations hereunder shall be dismissed due to a change in either the Lender's or the Agents name or type of entity. Nor shall the duties and obligations be assigned by Agent without the express written approval and consent of Lender.

6. In the event of any dispute arising out of or under the terms of this Agreement, the prevailing party shall be entitled to reimbursement for all costs incurred, including appellate proceedings, which costs shall include reasonable attorneys' fees.

7. This Agreement shall be governed by and construed under the laws of the Cayman Islands and a venue for any dispute in reference hereto shall be submitted to the courts in the Cayman Islands.

8. Agent agrees that an electronic signature is legally binding as it relates to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals or cause these presences to be duly executed by their proper corporate offices the date and year first written above.

For Global Investment Services Corp.

By _____

Date:

For AGENT

By _____

Date :