



NON-CIRCUMVENTION

NON-DISCLOSURE

AGREEMENT

BETWEEN

.....

AND

Allied Mortgage & Securities Pty. Ltd.

Form Ref: Form 2 – A - NCND.

Associated Officers & Representatives:
Africa, Australia, Canada, Central America, China, Egypt, Ghana, India, Malaysia, Middle East, Sri Lanka,
United Kingdom, USA, Vanuatu, Vietnam



NON-CIRCUMVENTION/NON-DISCLOSURE AGREEMENT

This Non-Circumvention/Non-Disclosure Agreement (the "Agreement") is made thisday of.....2010 by and betweenof and Allied Mortgage & Securities Pty. Ltd., an Australian Registered Corporation, c/- Eastwood Plaza, 170 Rowe Street, Sydney New South Wales, Australia (individual a "Party" and collectively, the "Parties").

RECITALS

- A. The Parties intend to engage in certain business activities with each other and third parties;
- B. To facilitate the carrying on of the business activities contemplated the Parties must make known to each other certain business information of a confidential and proprietary nature, the unauthorised disclosure of which to third parties may result in damages to the Party from which such confidential and proprietary information originates;
- C. Whereas it is the intention of the Parties that each party shall keep confidential information given it by any other Party, and to not misuse any such information for its own gain, and that the Parties shall not use such information for the purposes of circumventing any other Party

NOW THEREFORE, in consideration of the mutual warranties, covenants and representations contained herein the Parties agree as follows:

Non-Circumvention

Each of the Parties hereto agrees not to circumvent any other Party either directly or indirectly with reference to the transactions contemplated herein. For purposes of this Agreement, "circumvent" shall mean the contacting, dealing with or otherwise becoming involved in any transaction with international banks, bankers, financiers, lending agencies, Government authorities and or consortiums of such organisations and/or fund management groups, intentional traders or similar groups, other person or entity (or their respective banks or bank officers, securing firms or account officers, investors and or

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facilitators), introduced, disclosed and or revealed by one Party to the other to the exclusion of the introducing Party.

Non-Disclosure

Each Party warrants that it shall not reveal any information provided to any Party hereto to any other person or entity not privy to this Agreement other than those officers or other persons or entities necessary to complete the transactions contemplated herein. Improper release of such information, for any reason, without the prior written consent of the Party from whom such information originated, shall be a breach of this Agreement and actionable for damages sustained thereby.

Applicable Parties

The covenants of non-disclosure and non-circumvention contained herein shall apply to the Parties, and without limitation, to any businesses, partnerships, corporations or other entities related or affiliated by commonality of ownership and / or management, whether now existing or hereafter created, of which the Parties are, without limitation, owners, shareholders, directors, officers, principals, employees, consultants, agents, contractors, advisers, representatives or otherwise related and their heirs, successors and assigns.

Term

The term of this Agreement shall be for a period of five (5) years from the date first written above.

Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach or claim of breach hereof, which is not amicably settled between the Parties, shall be settled by recourse to the arbitration of a third party to be agreed upon. In the event of such controversy, the Parties agree that in addition to damages fixed by the arbitrator, the prevailing party shall be entitled to recover all arbitration costs, including without limitation, arbitration charges, attorney's fees, expenses for expert witnesses, accountants and the like, travel expenses, lodging, costs of collection and other associated costs arising out of or related to such arbitration. Judgement of the award may be entered in any court of competent jurisdiction with in the state of South Australia, Australia.

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Attorney's Fees

In the event any action of proceeding is brought by a Party to this Agreement against the other Party hereto to enforce any arbitration award, the prevailing party shall be entitled to recover costs and expenses and reasonable attorney's fees in connection with or arising from such action or proceeding, including, without limitation, court costs, charges for expert witnesses, accountants and the like, travel expenses, trial, administrative and post-judgement proceedings, and may be collected and taxed as costs.

Incorporation of Receipts

The recitals set forth above are hereby incorporated by this reference.

Entire Agreement

This Agreement sets forth the entire agreement between the Parties with respect to the matters addressed herein and revokes, discharges and supersedes all prior representations, warranties or agreements between the Parties concerning such matters.

Authority

By their signatures below, the signatories warrant that all the above statements and representations are made by the Parties with full legal and corporate responsibility, and that the persons executing this Agreement on behalf of the Parties are fully authorised to do so, all necessary corporate or other resolutions having been passed and obtained, and that this Agreement shall be binding on same.

Counterpart: Copies

This Agreement may be executed in any number of counterparts, which when taken together shall constitute one and the same document. Signed copies of this Agreement shall have the same force and effect as an executed original. Copies shall include, without limitation, all electronically transmitted facsimiles and e-mail.

Severability

If any portion of this Agreement shall become illegal, null, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction of South Australia to be illegal, null, void or against public policy, the remaining portions of this Agreement

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shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

IN WITNESS WHEREOF, the Parties have executed this **AGREEMENT** as of the date first written above.

For and on behalf of:

By:
Title

By:
Title

For and on Behalf of **Allied Mortgage & Securities Pty. Ltd.**

By:
Title