

NON-CIRCUMVENTION/NON-DISCLOSURE

This Non-Circumvention, Non-Disclosure Agreement ("Agreement") is entered into and effective as of the _____ day of _____, 2010, by and between:

Name _____

Company and Position _____

Address _____

Email _____ Phone _____ Fax _____

Hereinafter referred to as "NCNDA Party"

and

Robyn Foster, CEO of RF Innovations, LLC
Address: 1270 Caroline Street Suite D120 #312; Atlanta, GA; 30307
Email: robynfoster@rfinnovationsllc.com
Phone: (404) 635-9900 Fax: (866) 341-3588

Hereinafter referred to as "Consultant"

WHEREAS the undersigned parties wish to enter into this agreement to define certain parameters or their future legal obligations, and considering their mutual covenant herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties hereto mutually and voluntarily agree as follows:

1. The Client and/or the NCNDA Party shall not, in any manner solicit and/or accept any business from, or enter into any transaction with Sources that have been made available by and through Consultant under any agreement entered into by and between NCNDA Party and Consultant without the expressed and specific written permission of the party who made such sources available. Likewise, the Consultant shall not, in any manner solicit and/or accept any business from or enter into any transaction with Sources or Clients that have been made available by and through the NCNDA Party under any agreement entered into by and between NCNDA Party and Consultant without the expressed and specific written permission of the party who made such sources available.
2. The Parties shall maintain complete confidentiality regarding each other's and/or their affiliates Confidential Information, Marks, Copyrights and Intellectual Property and shall only disclose such information pertaining to these specifically named Parties as permitted by Paragraphs 2 and 3 of the Funding Agreement unless agreed and granted in an written instrument signed by the Party who made the information available.
3. The Parties shall not in any way whatsoever circumvent each other and/or attempt the circumvention of this Agreement or any other agreement in an attempt to gain commissions, fees, remunerations or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed upon benefits to any of the other parties involved in any of the transactions that are the subject of any other agreement. The Parties shall ensure that the original transaction, business strategy, financial data and all other Confidential Information are not altered without prior written notice being given to the party not making the alteration.

NCNDA Party _____

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4. The Client and/or the NCNDA Party shall not disclose any names or telephone information of Sources revealed by Consultant to any third Parties, as the Client and the NCNDA Party hereby acknowledge that such information and contacts of Consultant is proprietary. Consultant hereby acknowledges that the names, telephone and information of banks, trusts, lenders, lending institutions, corporations, groups and individuals obtained by Client and/or the NCNDA Party independently of Consultant is proprietary to Client and/or NCNDA Party and Consultant shall not enter into direct and/or indirect offers, negotiations and/or transactions with such contact(s).

5. The Parties acknowledge that the actual or threatened breach of this Agreement, whether due to and/or indirect, would cause the non-breaching party irreparable harm. Therefore at law or in equity it may have, the non-breaching party shall be entitled to seek equitable relief including without limitation injunctive relief and specific performance of any agreement or contract for service. It is also understood that a Party cannot be adjudged to be in breach of this Agreement if such breach is due to situations beyond the Party's control. In the case of prior knowledge or possession of information regarding a specific contact or Source(s), the reintroduction of said contact or Funding Source(s) shall only be governed by the terms of this Agreement.

6. All considerations, benefit, bonuses, participation, fees, and/or commissions received as a result of the contributions of the parties to this agreement, relating to any and all transactions shall be allocated and disbursed as set forth in any agreement or contract for service or as mutually agreed between the Parties and set forth in a written instrument signed by both parties.

Specific arrangements for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

7. This agreement is valid for (5) five years from the date of signature for any and all transactions between the Parties therein, with renewal to be agreed upon between the signatories.

8. It is further agreed that any controversy, claims, and/or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves shall be settled by and through a binding arbitration process first. In the event the dispute cannot be settled through arbitration, then it shall be resolved by ruling in and by a Court of Law in the state of Georgia. The Parties hereto acknowledge and consent to the jurisdiction and venue of the Superior Court of Fulton County in the State of Georgia. Any decision and/or award made by the arbitrator shall be final, conclusive and binding for the Parties and enforceable in the Court of Law in the county and country in which the ruling was made.

9. This Agreement and compensations described therein shall be binding upon the parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corpo rate Parties, their successors and assigns.

10. Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

11. All signatories hereto acknowledge that they read and fully understand the terms and conditions contained in this Agreement and by their initials and signatures hereby unconditionally agree to its terms as of the date noted herein.

12. The purpose of this instrument is to establish a Non-Circumvention and Non-Disclosure Agreement between the Parties. The parties do not intend that any agency or partner relationship be created between them by this Agreement. Present and future transactions shall be conducted under guidelines mutually agreed to by the parties.

NCNDA Party _____

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13. This Agreement imposes no obligation upon the parties with respect to confidential information which

- (a) Was in the parties possession before the date of this Agreement;
- (b) Is or becomes a matter of public knowledge through no fault of the parties;
- (c) Is rightfully received by either party from a third party without a duty of confidentiality;
- (d) Is independently developed by the non-disclosing party.

14. Miscellaneous Provisions:

This Agreement constitutes the entire understanding and agreement of and between the Parties with respect to the subject matter hereof and supersedes all prior representation and agreements, verbal or written. It may only be modified by a written instrument duly executed by both parties. Paragraph headings herein are for convenience only and shall not limit in any way the scope of interpretation of any provision of this Agreement. This Agreement and its validity will be governed and enforced in accordance with the internal laws of the State of Georgia without reference to the conflicts of laws provisions thereof. If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions of this Agreement, all of which shall remain in full force and effect as if the unenforceable provisions or part was deleted.

This Agreement may be signed in one or more counterparts and the Parties agree that facsimile or email copies of this Agreement to be considered as legal and original and signatures thereon shall be legal and binding. Capitalized terms that are used herein and not defined shall have the same meaning as set forth in any other Agreements. By signing below, the NCNDA Party agrees to disclose the contents and obligations outlined herein to the NCNDA Party's Client.

IN WITNESS, whereof this Agreement is accepted and agreed on this _____, _____, 2010.

Consultant

RF Innovations, LLC
Robyn Foster, President & CEO

By: *Robyn Foster* (Signature) In perpetuity.

NCNDA Party

Company _____

Name and Position _____

By: _____ (Signature) Date: _____

Note: Any forms altered beyond the completion of blank areas of entry will be considered null and constitute forfeiture of any opportunities to partner with RFI or its affiliates.

NCNDA Party _____

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