

**NON-CIRCUMVENTION, NON-DISCLOSURE  
AND CONFIDENTIALITY AGREEMENT**

This agreement (the “Agreement”) is entered into between **Name of Representative/Officer**, for and on behalf of himself and as **Title of Rep/Officer** for **Name of Company that the Rep/Officer works for**, a corporation, whose address is \_\_\_\_\_ and Carlos A. Llorens for and on behalf of himself and as President of Global Enterprise ELL Inc., a Florida corporation, whose address is 1986 NW 82 Ave, Doral, FL 33126, and their respective officers, employees, agents and assigns, for the **Sale/Purchase/Lease of Asset(s) in consideration** Mr. **Name of Rep/Officer**, **Name of Company that the Rep/Officer works for**, Mr. Llorens, and Global Enterprise ELL Inc. may be individually referred to herein as a “Party” or collectively as “Parties”.

WHEREAS, the undersigned Parties anticipate entering into various business transactions either between themselves or between themselves and other third Parties some or all of whom may have been introduced by one of the Parties to the other(s), and

WHEREAS, the Parties recognize the inherent value of an introduction or referral which results in a business transaction which is financially beneficial to one or both of the Parties, and

WHEREAS, the Parties wish to guarantee that all Parties are fairly compensated for such introductions or referrals without which the said business transactions might not otherwise have been initiated or concluded,

THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Parties, intending to be legally bound, do hereby irrevocably agree as follows:

**NON-CIRCUMVENTION**

No Party, shall deal with, contract with or otherwise conduct business with any individual or entity introduced by the other Party without the prior knowledge and written permission of the introducing Party (i.e., the Party that introduced the contact to the other Party or Parties). For the avoidance of any doubt, all Parties agree not to directly or indirectly circumvent the introducing Party.

This agreement legally binds not only the undersigned Parties but also all those persons acting on their behalf, instruction, or consent. For purposes of this agreement, a person or entity shall be considered “introduced by” a Party if that person or entity is in a “chain” of contacts resulting from an original introduction by the Disclosing Party (defined below) to the other Party.

**NON-DISCLOSURE**

Each Party agrees not to disclose or otherwise reveal to any third-party any contact or confidential information provided to that Party (the “Receiving Party”) by the other Party (the

“Disclosing Party”), particularly that concerning any seller (or any of its associated entities), buyer (or any of its associated entities), bank information, codes, references, names, addresses, telephone numbers, email addresses and fax numbers of any contacts introduced by the Disclosing Party (collectively the “Confidential Information”), without the written consent of the Disclosing Party. Each Party agrees to keep confidential the Party, unless prior written permission is given by the introducing Party. The Receiving Party shall protect such Confidential Information from unauthorized use or unauthorized or accidental disclosure by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care. Confidential Information may not be disclosed to any third party without the express written consent of the Disclosing Party.

This agreement is expressly intended to cover negligent or inadvertent disclosure of confidential information, which is also considered violations of this agreement.

#### DUTY TO DISCLOSE ONGOING DISCUSSIONS, NEGOTIATIONS AND TRANSACTIONS

Notwithstanding the above, all Parties agree to disclose and inform one another, on a current and on-going basis, of discussions, negotiations and transactions which are under consideration or discussion between any Party and a third-party which arises as a result of an introduction by the other Party.

If a Party requests updated information by email or telephone regarding the status of a transaction contemplated herein and the other Party does not respond within 24 hours of the request, and the requesting Party has reasonable grounds to believe that the lack of response is intentional, then the requesting Party, at his or her discretion, may take immediate and appropriate legal action to protect such Party’s interests under this agreement.

Any Party who intentionally fails to respond in a timely manner to a request for an information update under this provision hereby waives any claim for damages against the requesting Party if any transaction subject hereto is delayed or not concluded as a result of legal action taken by the requesting Party under this provision.

#### DUTY NOT TO AVOID PAYMENT OF FEES OR

Neither Party shall attempt to avoid payment of any fees or commissions due to the other Party in connection with any transaction that was initiated by or the result of an introduction of the entity by one Party to the other.

If an introduction by one Party to the other results in the successful conclusion of a business transaction with any individual, entity, company, firm, corporation, or other organization, and either Party is not informed of or is unaware of the concluded transaction, the Party concluding the transaction hereby agrees and guarantees to pay any and all commissions and fees earned or received in connection with the transaction to the uninformed Party.

All moneys due and owing from any Party will be irrevocably and unconditionally

guaranteed to be paid without deduction, setoff, or other legal impediment upon request.

#### PERIOD OF THE AGREEMENT

The term of this Agreement shall be two (2) years from the date of its execution and is irrevocable and non-cancellable during that time. It shall apply to any and all transactions between the signing Parties themselves or between a signing Party and a non-signing third Party resulting from an introduction by one signing Party to the other signing Party, regardless of the success of any specific transaction. The Parties agree that the identities of third Parties who are introduced under this agreement are the proprietary asset of the introducing Party.

#### SCOPE OF THE AGREEMENT

This agreement shall be binding on the Parties, their successors and assignees, including any business entity in which a Party has an ownership interest and shall include any proprietorship, company, firm, corporation, LLC, partnership or other business entity of which the Party is an employee, member, officer, partner, agent, friend or family member. Furthermore, this agreement shall also bind any other entities associated with any Party to this agreement.

#### IRREPARABLE DAMAGE

The parties agree that they will be irreparably damaged from disclosure of Confidential Information and will have no adequate remedy at law for any violation of the Agreement and that they may obtain, in addition to any other relief adjudicated, a restraining order or injunction against any threatened or actual violation of this Agreement.

#### DISPUTE RESOLUTION AND CHOICE OF LAW

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement shall be governed by the law of the State of Florida without regard to the conflicts of law provisions thereof.

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

This agreement can be executed and becomes legally binding by the Parties providing

their signature herein below or by indicating by any other electronic means (including by way of an email) to be legally bound by this agreement and shall have the same force as the original of this agreement.

**SPECIFICATION OF THIS AGREEMENT**

This agreement between Parties applies to the following potential transactions:

The **Sale/Purchase/Lease of Asset(s) in consideration.**

Agreed and entered into in Miami, Florida on the date last signed below.

Signature: \_\_\_\_\_  
Name of Party # 1: Global Enterprise ELL Inc.  
Signatory's name: Carlos A. Llorens  
Position in Company: President/CEO  
Date of signature: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name of Party # 2: \_\_\_\_\_  
Signatory's name: \_\_\_\_\_  
Position in Company: \_\_\_\_\_  
Date of signature: \_\_\_\_\_