



NEWREPUBLICFUNDING.COM

America's Private Money Partner

Mutual Non-circumvention / Non-Disclosure / Non-Compete Agreement

[Today's Date] This Agreement is made effective as of _____, by and between Stephen Hundley & Edward Yarbra of NewRepublicFunding.com ISAOA, herein known as Primary Party

[Print Name] and _____.

[Business Name] of _____ herein known as party and/or Additional Party and collectively known as The Parties

1. NON-COMPETE COVENANT. For a period of 36 months after the effective date of this Agreement, The Parties will not directly or indirectly engage in any business that competes with each other and Direct with introductions that are made by the Parties . Directly or indirectly engaging in any competitive business includes, but is not limited to:

- (i) engaging in a business as an owner, partner, or agent,
- (ii) becoming an employee of any third party introduced by the Parties that is engaged in such business,
- (iii) becoming interested directly or indirectly in any such business,
- (iv) soliciting any customer of Primary Party for the benefit of a third party that is engaged in such business.

Disclaimer: NewRepublicFunding.com LLC is a limited liability company registered in Boulder, CO. NewRepublicFunding.com LLC does not provide investment, tax, or legal advice, please see a licensed professional in your area. This is for informational purposes only, and does not constitute an offer or commitment to lend along with any information is intended for the recipient only. If you receive this information in error, please email Eyarbra@newrepublicfunding.com and disregard this information. NewRepublicFunding.com LLC is pending Copyright and Trademark, all rights reserved. NewRepublicFunding.com provides debt for small to mid market sized businesses in the United States only, foriegn businesses need not apply at this time. By accepting this information, you hereby agree to hold newrepublicfunding.com LLC its successors, and/or assignees, and/or employees, and/or officers, and/or third party subcontractors harmless in this proposed transaction.



NEWREPUBLICFUNDING.COM

America's Private Money Partner

2. NON-SOLICITATION COVENANT. For a period of 36 months after the effective date of this

[Print Name] Agreement, _____ will not directly or indirectly solicit business or Loan Products from, or attempt to sell, license or provide the same or similar products or services as are now

provided to, from or by any customer, Client or Lender of Primary Party nor shall

[Business Name] _____ use Primary Party existing Client's and/or Lender's demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity. Further, for a period of 36 months after the effective date of this Agreement,

[Print Name] _____ will not directly or indirectly solicit, induce or attempt to induce any employee, Client, or Lender of Primary Party to terminate his or her employment or relationship with Primary Party

3. CONFIDENTIALITY. The Parties will not at any time or in any manner, either directly or indirectly, use for the personal benefit of either or divulge, disclose, or communicate in any manner any information that is proprietary to The Parties The nature of the information and the manner of disclosure are such that any reasonable person would understand it to be confidential. The Parties will protect such information and treat it as strictly confidential. The obligation of each not to disclose confidential information shall continue for a period of 36 months after the effective date of this Agreement.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

Disclaimer: NewRepublicFunding.com LLC is a limited liability company registered in Boulder, CO. NewRepublicFunding.com LLC does not provide investment, tax, or legal advice, please see a licensed professional in your area. This is for informational purposes only, and does not constitute an offer or commitment to lend along with any information is intended for the recipient only. If you receive this information in error, please email Eyarbra@newrepublicfunding.com and disregard this information. NewRepublicFunding.com LLC is pending Copyright and Trademark, all rights reserved. NewRepublicFunding.com provides debt for small to mid market sized businesses in the United States only, foriegn businesses need not apply at this time. By accepting this information, you hereby agree to hold newrepublicfunding.com LLC its successors, and/or assignees, and/or employees, and/or officers, and/or third party subcontractors harmless in this proposed transaction.



NEWREPUBLICFUNDING.COM

America's Private Money Partner

5. SEVERABILITY. The parties have attempted to limit the Agreement provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6. INJUNCTION. It is agreed that if the Parties violate the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate for such Therefore, that Party will be entitled to seek injunctive relief (i.e., a court order that requires the other Party to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs, loss of profits and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

7. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado

8. CONFLICT RESOLUTION. In the event of a dispute between the parties, the parties hereby agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

Disclaimer: NewRepublicFunding.com LLC is a limited liability company registered in Boulder, CO. NewRepublicFunding.com LLC does not provide investment, tax, or legal advice, please see a licensed professional in your area. This is for informational purposes only, and does not constitute an offer or commitment to lend along with any information is intended for the recipient only. If you receive this information in error, please email Eyarbra@newrepublicfunding.com and disregard this information. NewRepublicFunding.com LLC is pending Copyright and Trademark, all rights reserved. NewRepublicFunding.com provides debt for small to mid market sized businesses in the United States only, foriegn businesses need not apply at this time. By accepting this information, you hereby agree to hold newrepublicfunding.com LLC its successors, and/or assignees, and/or employees, and/or officers, and/or third party subcontractors harmless in this proposed transaction.



NEWREPUBLICFUNDING.COM

America's Private Money Partner

9. SIGNATORIES. This Agreement shall be signed by

[Print Name] x _____, on behalf

[Business Name] of _____ and by Edward Yarbra & Stephen Hundley of NewRepublicFunding.com ISAOA. This Agreement is effective as of the date first above written. Primary Parties: Edward Yarbra & Stephen Hundley of NewRepublicFunding.com ISAOA,

By: _____

Name: Edward Yarbra

Title:

NewRepublicfunding.com

Dated: ____ / ____ / ____

By: _____

Name: Stephen Hundley

Title:

NewRepublicFunding.com

Dated: ____ / ____ / ____

Additional Party:

[Signature] By: _____

[Print Name] Name:

[Business Name] Company:

Title:

[Today's Date] Dated: ____ / ____ / ____

Disclaimer: NewRepublicFunding.com LLC is a limited liability company registered in Boulder, CO. NewRepublicFunding.com LLC does not provide investment, tax, or legal advice, please see a licensed professional in your area. This is for informational purposes only, and does not constitute an offer or commitment to lend along with any information is intended for the recipient only. If you receive this information in error, please email Eyarbra@newrepublicfunding.com and disregard this information. NewRepublicFunding.com LLC is pending Copyright and Trademark, all rights reserved. NewRepublicFunding.com provides debt for small to mid market sized businesses in the United States only, foriegn businesses need not apply at this time. By accepting this information, you hereby agree to hold newrepublicfunding.com LLC its successors, and/or assignees, and/or employees, and/or officers, and/or third party subcontractors harmless in this proposed transaction.