

To: Apollo Capital Associates LLC  
23282 Mill Creek Road, Ste. 140  
Laguna Hills, CA 92653

Phone: 866-439-8032  
Fax: 949-202-5605

Gentlemen:

I am interested in more details about your:

Program for REO-portfolio investors

Program for mortgage investors on homes in REO portfolios

Program for bulk REO-portfolio purchases

Programs for buying bulk REO portfolios (I own or manage REO properties)

Program for asset-management of bulk REO portfolios (I own REO properties)

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Total dollars: \$ \_\_\_\_\_ (Investment funds for programs 1 to 3,  
portfolio size for programs 4 and 5 above)

I am forwarding this questionnaire to you along with my signed copy of your mutual non-disclosure/non-circumvention (NDNC) agreement, and understand all information with exchange between us will be held in strictest confidence and not used for any purpose other than to facilitate negotiations and dealings between me and Apollo Capital Associates LLC. I further understand that you will sign and return the NDNC to me via fax, email or postal mail forthwith.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

*Note: Please fill in the subject matter in Section B of the NDNC on the next page in accordance with the boxes you checked above. Thank you.*

# Mutual Non-Disclosure & Non-Circumvention Agreement

**THIS MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between APOLLO CAPITAL ASSOCIATES, LLC., A California Limited Liability Company (hereinafter referred to as “APOLLO”) and \_\_\_\_\_, a \_\_\_\_\_ (“Consenting Party”).

APOLLO and Consenting Party (the “Parties”) are evaluating the possibility of entering into a business transaction. In connection with such evaluation, the Parties expect to disclose confidential information regarding their respective products, technologies and business operations to each other. The Parties desire to protect their proprietary rights in the information to be shared and desire to give each other written assurances with respect to the confidentiality, non-disclosure, non-circumvention and use of such information.

## **A. Confidential Information.**

1. **Definition** Confidential Information includes (a) any information concerning the disclosing party's current or future technologies, products or services, marketing plans, business plans, financial information, projections, website model and design and real estate and lender contacts, customer lists, and (b) any other information that is clearly marked as confidential or proprietary. Confidential Information may be in oral, written, electronic or other tangible or intangible form. Confidential Information shall not, however, include any information which (a) is or becomes publicly known without breach of this Agreement; (b) already is known to the Recipient through lawful channels of communication; or (c) is furnished to the Recipient by an independent third party who has a legal right to disclose such otherwise Confidential Information without restrictions on its dissemination.
  2. **Ownership; Nonuse and Nondisclosure.** All Confidential Information disclosed by one party to the other, and all materials referring or relating to Confidential Information, shall remain the sole and exclusive property of the disclosing party. The recipient of any Confidential Information shall not use such Confidential Information except as may be necessary for purposes of evaluating the actual or proposed business of the disclosing party. Without limiting the foregoing, the recipient shall not use or exploit in any way any idea disclosed by the other party regarding Internet or Worldwide Web site design, development or marketing for particular products, strategies or types of products. The recipient shall not disclose Confidential Information to any person. The Confidential Information shall be maintained in secrecy by the receiving party using at least the same safeguards as it uses to protect its own most confidential and valuable information, and in any event shall be maintained using at least reasonable care. The recipient may disclose the Confidential Information only to those of its employees whose duties require knowledge of such Confidential Information. Each party will inform its agents and employees with access to the other party's confidential Information that such Confidential Information is confidential and proprietary to the other party, and that it is subject to this Agreement.
- B. **Non-Circumvention.** The undersigned parties intending to be legally bound, hereby irrevocably agree not to circumvent, avoid, by-pass, or obviate each other, directly or indirectly, to avoid payment of fees or commissions, in any corporation, trust, partnership or by individuals, revealed by either party hereto to the other, in connection with \_\_\_\_\_, the information disclosed pertaining thereto, evaluation or performance by each other therein (Hereinafter also referred to as “Confidential Information”). Said undersigned parties agree that any additions, renewals, extensions, rollovers, amendments, re-negotiations, new contracts, parallel contracts or third party assignments shall not alleviate the undersigned from binding nature of this Agreement.
- C. **Return of Confidential Information.** Upon request of the disclosing party, the recipient shall return the originals and all copies of written, recorded, graphical or other tangible Confidential Information. At the request of the discloser, the recipient will furnish a certificate of an officer of the recipient certifying that all copies of Confidential Information have been returned to the discloser.
- D. **No License.** Nothing in this Agreement shall be construed as granting the receiving party by implication, estoppel, expressly or otherwise any license under or any right to use any Confidential Information received from the other party hereto, except the limited right to use such information within the receiving party's organization for evaluation purposes.

E. **Right to Enjoin Disclosure.** The Parties acknowledge that a recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. The Parties agree that in the event of any violation or threatened violation of this Agreement, without limiting the availability of any other rights and remedies, a temporary restraining order or an injunction to enjoin disclosure of Confidential Information may be obtained against the party who has breached or threatened to breach this Agreement.

F. **No Relationship.** No partnership, joint venture, distributorship or other business organization or relationship of any kind is established or intended to be established by this Agreement.

**G. Miscellaneous.**

1. **Entire Agreement; Modification and Waiver.** This Agreement contains the entire agreement between the Parties and supersedes any prior written or oral agreements or understandings with respect to its subject matter. No modification or waiver of any provision of this Agreement shall bind the Parties unless made in writing and signed by both the Parties. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default.
2. **Law; Attorneys' Fees.** This Agreement will be governed by, construed, and enforced under the laws of the State of California. The Parties agree and consent to the jurisdiction of and venue in any federal or state court in Orange County, California. If suit is instituted to enforce any right hereunder or otherwise in connection with this Agreement, the substantially prevailing party as determined by the court shall be entitled to recover from the other party its reasonable attorneys' fees and costs of suit, including on any appeal.
3. **Survival.** The Parties' agreements and obligations in this Agreement shall continue in full force and effect for as long as either party possesses or knows any Confidential Information of the other party.
4. **Notices.** All notices required or permitted under this Agreement shall be given in writing, personally or by first class mail, return receipt requested, postage prepaid, at the addresses set forth below unless changed by written notice.
5. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable as written, it shall be interpreted to apply and be enforced to the maximum extent permitted by law, and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.
6. **Binding Nature.** This Agreement shall inure to the benefit of and be binding upon the Parties and their assigns, heirs and successors. No assignment shall release any party hereto from their obligations hereunder.

APOLLO CAPITAL ASSOCIATES, LLC.  
A California Limited Liability Company.

By \_\_\_\_\_

Print \_\_\_\_\_

Its : \_\_\_\_\_

Approved:  
RIMEL & NICHOLS, LLP.  
LEGAL SOLUTIONS NETWORK, APC.

By: \_\_\_\_\_  
DUSTIN I. NICHOLS, ESQ.  
Attorney for Apollo.

Consenting Party:

\_\_\_\_\_

Address: \_\_\_\_\_

By \_\_\_\_\_

Print \_\_\_\_\_

Its \_\_\_\_\_

Approved By:

\_\_\_\_\_

Attorney for Consenting Party.