

**V3 FUNDING, INC**  
**3<sup>RD</sup> MILLENNIUM CONSULTING, INC.**  
**1 W. AMES CT. SUITE 200**  
**PLAINVIEW, NY 11803**  
**516-576-5500**

**CONFIDENTIALITY, NON-DISCLOSURE, NON-CIRCUMVENT AGREEMENT**

IN CONSIDERATION FOR THE MUTUAL COVENANTS HEREUNDER PROVIDED, THIS CONFIDENTIALITY, NON-DISCLOSURE, NON CIRCUMVENT AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by PAUL PUNZONE, ANTHONY PUNZONE, V3 FUNDING, INC, and 3<sup>RD</sup> MILLENNIUM CONSULTING, INC. (collectively, “V3”), and \_\_\_\_\_ and it’s associates, agents, and representatives (collectively, “Confidant”).

- A. V3 and Confidant are involved in or may become involved with each other and with third parties in discussions (“Discussions”) concerning private investments and the financing, acquisition, development and sale of available and developable properties and corporations. All of these private investments, properties, corporations, and discussions may include or be with regard to, start up capital, development capital, growth funding, public funding instruments, development of hotels, condominiums, timeshares, business and retail centers (restaurants/bars/spa/casinos/etc.), multi-level marketing strategies or establishing new corporations, llc, partnerships or other business entities to enhance the existing business or to start a new business. V3 desires that its disclosures, discussions and negotiations, and any information provided to Confidant or information developed in the course of such discussions, or the names of any persons divulged to Confidant (collectively, the “Protected Information”) be and remain strictly confidential and the exclusive property of V3. Confidant acknowledges that the Protected information that is or may be provided or developed by V3, may include confidential, proprietary, market sensitive or nonpublic information concerning the assets, business, operations and activities of V3, the results thereof, the trade secrets of V3, and other intellectual property rights and information of V3; that such information is or may be used by other parties to obtain a competitive advantage over V3; and the protection of such information against unauthorized disclosure or use by any third party, including Confidant, is of critical importance to V3 and has a significant monetary value.
- B. Confidant acknowledges and agrees that V3 will suffer actual and substantial damages and irreparable harm in the event of a breach of this agreement and disclosure of any Protected Information to any third party

or the use of said information by the Confidant without express, written consent of V3.

NOW THEREFORE, for good and valuable consideration, including but not limited to the disclosure of certain Protected Information to the Confidant, the receipt and sufficiency of which are hereby acknowledged, the Confidant agrees as follows:

### **I. CONFIDENTIALITY**

Confidant agrees to keep confidential and secret for the benefit of V3, all Protected Information provided to or obtained by Confidant during, through, or reason of the Discussions. Confidant shall not, without the prior express written consent of V3, use for Confidant's benefit of any third party, any Protected Information. Nor shall the Confidant directly disclose, divulge, reveal, report, publish copy, transfer, use, or otherwise communicate or make available any of such Protected Information to any third party. Third party is defined as any party who is not a signatory to this Agreement. Any Protected Information as well as any and all documents, diskettes or other material, which contain or reflect Protected Information shall remain the property of V3 and shall promptly be delivered to V3 upon request.

Confidant may share confidential information with third parties, financial partners, regulators, and external lenders. Confidant may only share confidential information with these parties for the purpose of evaluating the loan requested. The information remains confidential still after it has been shared with any party to evaluate the loan.

### **II. RESTRICTIVE CONVENANTS**

Confidant covenants and agrees that it will not at any time during and following the termination of the Discussions, directly or indirectly, divulge, reveal, report, publish, copy, transfer, use, or otherwise, and agrees that it will not at any time during and following the termination of the Discussions, without the prior express written consent of V3, use for the Confidant's benefit of any third party, any Protected Information.

### **III. REPRESENTATIONS**

Confidants represent, warrant and agree that the covenants and agreements contained herein are reasonable in their scope and content; that Confidant shall not raise any issue of the reasonableness of the scope or content of such covenants in any proceeding to enforce such covenants; and such covenants shall survive the termination of the Discussions in accordance with the terms of this Agreement. Any express written consent of V3 referred to in this Agreement may be withheld by V3 for any reason whatsoever,

terminated by V3, and V3 shall not be held to a reasonableness standard in such determinations, as such determinations are exclusively within the province of V3.

#### **IV. REMEDIES**

In the event of a breach of this Agreement, V3 may seek to enforce the covenants contained herein through any legal or equitable remedy, including specific performance or injunction, without waiving any claim for damages. In any such event, each party hereto waives any claim that the aggrieved party has an adequate remedy at law. Confidant represents and warrants that it will ensure the compliance by Confidant's agents, directors, employees, members, managers, officers, and representatives of the terms of this Agreement. And that in the event of any breach of this Agreement by one of such parties, Confidant shall be liable and responsible for such breach. In addition, in the event of a breach by either party of any provision of this Agreement, the non-breaching or (in the event of litigation), the prevailing party shall be entitled to recover from the other party all reasonable cost and attorneys' fees incurred by the non-breaching or prevailing party in seeking of any such remedies. Confidant and V3 specifically agree that the maximum value of the Protected Information has not yet been determined.

#### **V. SEVERABILITY AND GOVERNING LAW**

If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced or modified to whatever extent is necessary to make such a provision enforceable. Without limiting the foregoing, any provision of this Agreement which is found to be invalid, illegal or unenforceable in any respect or application shall not in any way affect or impair the enforceability of all other applications of that provision or of any other provision in this Agreement. The laws of the State of New York shall govern the validity, construction and interpretation of this Agreement, and any New York court of competent jurisdiction must be the place of filing any action arising from or relating to this Agreement.

#### **VI. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof. It may not be changed orally and may only be amended in writing signed by the party against whom enforcement is sought. All prior agreements or understandings between the parties with the subject matter hereof are cancelled and superceded by this Agreement.

**VII. WAIVER OF BREACH**

No waiver of the breach of any provision of this Agreement shall be binding unless in writing. The waiver by any party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

**VIII. NUMBER AND GENDER**

Unless the context otherwise requires, when used herein shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

**IX. AGREEMENT CONFIDENTIAL**

The terms and provisions of this Agreement are strictly confidential and the parties agree that they will not exhibit this Agreement or disclose its terms to any third parties other than legal counsel, accountants and advisors, unless otherwise ordered by a court of competent jurisdiction or unless agreed to in writing by V3.

All contents of this agreement are mutually binding by **V3 Funding** and \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement effective for all purposes as of the date first above written.

**V3 Funding, Inc.**

**CONFIDANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name & Title

Print Name & Title

**PAUL PUNZONE , Director**

**ANTHONY PUNZONE , Director**

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