



Connecting Projects With Funding Sources Since 1983

Mutual Non-Circumvention Agreement

The undersigned parties mutually acknowledge that information concerning opportunities, situations, or persons, is the personal property of the party who brought this information to the awareness of the other party; therefore, we mutually agree not to circumvent or bypass one another in any way. Likewise, each party agrees to maintain the confidentiality of information concerning projects and funding sources.

Each of the undersigned understand and agree that none of us will approach, contact, solicit, negotiate, discuss, or transact business pertaining to the introduced projects and/or persons without the prior knowledge and consent of the other party. This shall include projects and persons that came to attention of the other party during discussions concerning other projects or financial sources. Every effort will be made to inform the other party regarding any agreement, arrangement, contact, meeting, intent, or act by which a finder's fee, profit, income, royalty, back-in, reversionary interest, or other benefit could result or accrue. These discussions may be recorded by either party without notice.

A specific finder's fee schedule may or may not supplement this document; however, in the absence of same, the widely accepted Lehman Brothers Investment Banking Formula (very similar to the Energy Exchange Fee Schedule) will apply.

It is understood that there is a built-in conflict of interest when a technical person both offers an opinion concerning a project and he also receives a finder's fee for the associated transaction; therefore, while Energy Exchange Associates may express their opinions concerning both buyers and sellers are expected to obtain their own independent technical analysis. Every effort will be made to reach closure on transactions based on terms that are satisfactory to buyer, seller, and The Energy Exchange, otherwise, no transaction will be consummated.

The term of this agreement will be for a period of two years following the last contact date between the undersigned and any person connected to the projects and/or funding sources.

If a disagreement arises between the parties, a mutually acceptable mediator will be selected to settle differences. If mediation is unsuccessful, legal venue will be Montgomery County, Texas and the violator of this agreement will pay litigation costs and damages. Recognizing that the Energy Exchange does not deal in *securities* and that federal and/or various state definitions of *securities* may not be completely clear, each of us agree that no attempt will be made to claim any asset or interests involved in any transaction to be *securities*. Also, under penalty of perjury, I declare that my undersigned signature is my legal name and that I am not a representative of any governmental agency.

AGREED:

AGREED:

X _____

X _____

Print Name _____

Print Name _____

Title: _____ Date: _____

Title: _____ Date: _____

COMPANY: _____

ENERGY EXCHANGE, INC.

ADDR.: _____

OTHER PARTIES TO THIS AGREEMENT::

Telephone: _____

Fax: _____

Email: _____

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