

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

(lender has provided Company seeking financing with confidential information regarding lender's contacts)

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

COMPANY
[address]
[City/Town], New Zealand
(the "Company")

OF THE FIRST PART

- and -

LENDER
[address]
[City/Town], New Zealand
(the "Lender")

OF THE SECOND PART

WHEREAS:

- A. The Parties intend to participate in negotiating for the private financing of the Company (the "Transaction(s)"), through or from certain persons, firms and/or other entities with whom the Lender has established business relationships (such persons, firms and entities being referred to as "Contacts").
- B. In the process of such negotiations the Lender has already disclosed or will disclose to the Company the names and other information about and concerning its respective Contacts.
- C. The Company desires to protect the Lender's compensation in such Transaction(s) and further, agrees to protect the Lender's compensation with regard to any future private financing transactions between the Company and any one or more of the Contacts whose names may be furnished to the Company by the Lender.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. During the term of this Agreement, the Company shall not, without prior written notice to the Lender, communicate or deal with, contract or negotiate with or consummate any of the aforementioned Transactions, or any other further private financing transactions with any Contact which has been introduced or brought to its attention by the Lender during the course of, or as a result of the negotiations or Transactions contemplated hereby, (including all Contacts made on or after [date]), unless the Company agrees to compensate the Lender in accordance with any agreement that may then be in place between the parties or, to the extent that no such agreement is in place, in accordance with reasonable compensation negotiated by the parties in good faith.