

Confidentiality, Non-Disclosure, Non-Circumvention & Non-Use Agreement

This Agreement is made between **Alliance Business Capital, Inc.** (“Alliance”) and the undersigned Referral Source (“Referral Source”) for the purpose of evaluating and facilitating commercial financing opportunities through Alliance Lending Partners.

1. Purpose

The Parties may exchange borrower information, underwriting details, lender relationships, pricing structures, or other sensitive business materials (“Confidential Information”) solely for the purpose of arranging or evaluating financing opportunities through Alliance.

2. Confidentiality & Non-Disclosure

Each Party agrees to protect all Confidential Information and not disclose it to any third party without written consent. Confidential Information includes borrower data, lender contacts, pricing, underwriting notes, internal communications, referral relationships, and business processes.

3. Non-Circumvention

Referral Source agrees not to contact or transact directly with any lender, borrower, or funding source introduced by Alliance, nor bypass Alliance in a manner that deprives Alliance of compensation. This obligation remains in effect for **three (3) years** from each introduction.

Alliance likewise agrees not to circumvent the Referral Source with respect to any borrower introduced by the Referral Source.

4. Non-Use

Confidential Information may not be used for any purpose other than evaluating or facilitating financing opportunities through Alliance. Neither Party may use the other’s information, relationships, or processes for competitive or unauthorized purposes.

5. Ownership of Information

All materials, communications, analyses, and information provided by either Party remain the exclusive property of the disclosing Party.

6. No Guarantee of Financing

Nothing in this Agreement obligates Alliance to approve, fund, or issue a term sheet for any loan request. All loan decisions are made solely by Alliance or Alliance Lending Partners.

7. Term

This Agreement remains in effect for **three (3) years** from execution and automatically renews for one-year periods unless terminated in writing.

8. Remedies

A breach of this Agreement may cause irreparable harm. The non-breaching Party is entitled to injunctive relief, damages, and all remedies available at law or equity.

9. Governing Law

This Agreement is governed by the laws of the State of Florida.

10. Entire Agreement

This Agreement constitutes the full understanding between the Parties and supersedes all prior confidentiality or non-circumvention discussions.

Signature Blocks

Referral Source: _____

Name: _____

Title: _____

Email: _____

Phone: _____

Signature: _____ **Date:** _____

Alliance Business Capital, Inc.

Name: Bob Goodykoontz

Title: President

Email: bob@alliancebc.co

Phone: 866-712-4175 Ext. 101

Signature: _____ **Date:** _____