

AGENCY RECOGNITION/NON-DISCLOSURE/NON-CIRCUMVENTION AGREEMENT

Revised 28-May-11

To our valued Service Buyer agents/parties: We appreciate your interest in our services. The following is our policy and agreement regarding the initiation of a formal business relationship between Service Seller parties, for the sale of certain services, and the Service Buyer parties, to accomplish certain transactions. Our intention is to honor the strictest of business etiquette and confidentiality.

Fees/Commissions and Profits/Proceeds

1. **Service Buyer parties represent** they have a fee/commission agreement and/or NCND between themselves, and Service Seller parties agree to respect that agreement and the directions provided as to the payment of Service Buyer parties referral/finder fees from profits/proceeds upon good settlement of Service Buyer's transaction and Tax Id information is provided.

However, Service Seller does not pay nor protect referral/finder/agent fees/commissions from Service Seller fees for services.

2. **Service Buyer parties acknowledge** that Service Seller parties do not know what relationship Service Buyer parties have between themselves and Service Seller parties are not involved in that relationship, and therefore Service Seller parties do not pay or collect commissions; instead, Service Seller parties will deposit profits or proceeds of Service Buyer parties' transaction (if any) based on written instructions, from which fee arrangements between Service Buyer parties should be paid or resolved.

Circumvention/Disclosure and Penalty/Damages

1. **Service Seller parties agree** they will not intentionally circumvent fee arrangements between Service Buyer parties or fail to disclose information to deprive Service Buyer parties of fees or cause loss of income; but Service Seller parties are not guarantors of Service Buyer parties' conduct. If we become aware of circumvention efforts by Service Buyer parties, we will disclose such.
2. **Service Seller parties agree** they will not intentionally circumvent Service Buyer parties' ability to earn future commissions on transactions and will respect the agreement between Service Buyer parties on such matters; but again we do not guaranty the conduct of Service Buyer parties or become responsible for their conduct. As before, we will disclose any such efforts if we become aware of them.
3. **Service Buyer parties must agree** in writing that there will be no circumvention of Service Seller parties to be introduced to Service Buyer parties, and Service Buyer parties agree to inform Service Seller parties of such conduct by Service Buyer parties.
4. **Service Seller parties and Service Buyer parties agree** that there are non-disclosure requirements concerning confidential information, and all agree to respect that confidentiality. Information learned by either side through any proposed transaction or services shall be considered confidential. Documents for any transactions or services will contain confidentiality provisions that attempt to protect all sides.
5. **Service Seller parties and Service Buyer parties agree** that in the event of circumvention efforts and disclosure of confidential information the penalties shall include the right to immediately terminate pending business, to request enjoinder of further such action, the award of damages, and an award of attorney fees and costs to the prevailing party.

Approval of this Agreement shall occur by your initiating a relationship with us pursuant to our website Terms. In addition, Service Buyer parties are a part of the MoU and therefore subject to all documents between Service Buyer and Service Seller.

Fred J. Campbell II, CEO

USAsset Corporation, the Service Seller

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Disclaimer:

This is NOT a solicitation but information per your request!

This is NOT an offer to buy or sell a security or make an investment of any kind.

This is NOT an offer to provide any advice or perform due diligence regarding your private Transaction.