

NON-COMPETE, NON-CIRCUMVENTION & CONFIDENTIALITY AGREEMENT

This Non-Compete, Non-Circumvention and Confidentiality Agreement (“Agreement”), dated as of _____, 2006, is entered into between BMI Consulting, LLC, a California limited liability company and any of its affiliated entities (“BMI”), and _____ (“Broker”).

WHEREAS, BMI directly or indirectly seeks to promote, market, provide, finance, negotiate, represent and otherwise engage in financing of life insurance policy premiums in accordance with its proprietary and specialized product and mechanisms for financing such insurance policies; and,

WHEREAS, BMI, including any of its affiliated entities, has spent considerable time, money and creative energy in developing, inventing and otherwise engaging in a specialty Plan which utilizes a proprietary financing Plan for financing the payment of premiums on life insurance policies as a benefit to corporate employees; methods and processes used in proving and ensuring the successful completion of the above (“Plan”); and

WHEREAS, The Broker wishes to obtain information and participate in promotion of the Plan regarding the financing of life insurance policy premiums by using the Plan methods, its documents, concepts and finances; and,

WHEREAS, The Broker wishes to obtain information from BMI with respect to the Plan for the purposes of evaluating and entering into a mutually beneficial business relationship regarding the implementation of the Plan. Broker recognizes the value and proprietary nature of the Confidential Information (defined in Section 1.1 below) and is willing to receive and make use of such information while keeping the strictest of confidentiality regarding such information; and,

WHEREAS, The Plan and all related documents and concepts are confidential, proprietary and otherwise not generally available to the public and BMI desires to maintain the confidential, proprietary and intellectual property rights in the Plan; and,

WHEREAS, Specific information disclosed to the Broker hereunder shall not be considered to be in the public domain or in the possession of the Broker because it is embraced by more general information in the public domain or in the possession of the Broker.

THEREFORE, Broker on behalf of itself, its affiliated companies and employees, agree as follows:

1. Confidential Information. Confidential information which shall include, but is not limited to, all opinion letters, Plan documents, files, records, photographs, drawings, samples financial and business documents, specifications, equipment, spreadsheets, promotional materials, applications, and any other tangible or intangible information regularly used by BMI with its promotion, and implementation of the Plan, which constitutes proprietary and confidential information that is the property of BMI and Broker is required to protect (hereinafter referred to as “Confidential Information”). Such information shall be treated as Confidential Information regardless of whether it came into Broker’s possession by verbal or written means and whether in machine readable or human readable form.

2. Confidentiality and Non-Use Obligations. Broker will protect and hold in confidence all Confidential Information in its possession. Broker will use such Confidential Information solely for the purpose of evaluating and engaging its clients to participate in the financing of life policies using the BMI proprietary financing Plan. Such information may not be used in any manner by Broker for the underwriting or purchase of life insurance through entities or individuals other than BMI without BMI’s prior written consent. Broker **may not** disclose such Confidential Information to any individual, firm, corporation including any tax broker, attorney, broker, representative, accountant or any other type of consultant, without first obtaining the approval of BMI.

The Broker shall not disclose, divulge, reveal or use any of such Confidential Information for its own benefit or any of its affiliates, Brokers, representatives or parties bound by this agreement herein except as prescribed and instructed by BMI. Broker shall not copy, duplicate, reproduce any information in whole or in part except as necessary to perform services under the guidelines of the Plan.

The Broker will not make, use, or sell a product or service utilizing the Plan embodied by this Confidential Information except to the extent as authorized and specified by BMI. The Broker will treat as confidential, and will not disclose the results of any evaluation or implementation of the information. These obligations of confidentiality and non-use also apply to any employee of the Broker, whether or not the employee remains with the Broker. It is binding on all parties as enumerated in Section 17 and otherwise throughout this Agreement.

3. Non-Disclosure. Broker promises and agrees that it will not misuse, misappropriate, or disclose any of the Confidential Information described herein, directly or indirectly, or use it in any way, either during the term of this Agreement or at any time thereafter, except as may be permitted or required by law. Broker recognizes that, with respect to the Confidential Information, confidentiality is so important that if this Agreement is breached or if Broker uses the Confidential Information or any part thereof, for

purposes inconsistent with this Agreement, or if Broker discloses such Confidential Information to any person without the prior written consent of BMI, the Broker will be liable to BMI for all damages caused by such disclosure. Such damages may include, but are not limited to, all proceeds and/or profits paid to any entity as a result of such breach, and payment of all attorneys' fees incurred by BMI in asserting its rights hereunder. Broker further acknowledges that should it violate any of the provisions of this Agreement, the amount of damages resulting to BMI may be difficult to calculate. Therefore as an additional remedy, BMI shall also be entitled to temporary and permanent injunctive relief without the necessity of proving damages.

4. Legal Disclosure. If any part of the Confidential Information is disclosed under a legal requirement or demand, then Broker will promptly notify BMI so that a protective order or other appropriate remedy may be sought. Broker will not oppose the pursuit or entry of any such order or remedy.
5. Mutual Acknowledgement. Broker acknowledges and agrees that the restrictions herein are reasonable and were negotiated in good faith and that BMI would not disseminate the Confidential Information referenced herein, nor make the Plan available to Broker, but for the covenants contained in this Agreement.
6. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understanding and Agreements between them concerning its subject. There are no other verbal or written representations, Agreements, or understandings between them relating to its subject. No amendment, modification, or waiver of the Agreement shall be binding unless executed in writing by a BMI representative with express authority to do so.
7. Applicable Law and Severability. This Agreement shall be construed as if each party drafted it and will be construed under the law of the State of California. If any provisions of this Agreement are determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected, and the illegal or invalid part, term, or provision shall not be deemed to be part of this Agreement.
8. Indemnification. Broker shall indemnify, defend and otherwise hold BMI harmless of, from and against any and all loss, damage, claim, demand, liability, cost, and expense, including reasonable attorney's fees, at trial or appeal, incurred as a result of or from: any breach by Broker of any obligations arising under this Agreement; violation by Broker of any applicable Federal, State or local laws; any negligent, fraudulent, illegal or criminal act or omission by Broker or any of its officers, employees, Brokers, representatives or other related or affiliated parties; any claim or dispute arising in connection with the performance of any obligations herein under

this Agreement or transaction or matter contemplated herein if and to the extent that such claims or disputes arise out of, or are based upon, the acts and omissions of the Broker or any of its officers, employees, Brokers, representatives or other related or affiliated parties; Broker shall pay such claim within thirty (30) days of written notice thereof.

9. Relationship of the Parties. Broker acknowledges that it is an independent contractor and have no affiliated relationship with BMI. Broker performs its duties, selects the means, methods and sequence of the performance at Broker's own discretion, free from BMI's control except to the extent as prescribed or limited by operation of the Plan and this Agreement.
10. Representation and Warranties. Broker hereby makes the following representations and warranties to BMI, each of which is true and correct as of the date of this Agreement and shall remain true and correct during the term hereof: that Broker has all the applicable licenses and permits required by law and regulation in order to engage and implement the Plan; Broker has the authority and power to conduct business in such location as is now being or contemplated to be conducted; Broker has the authority and legal right to enter into, execute and deliver this Agreement and other documents and agreements as contemplated herein; consummation of this Agreement and any other contemplated transaction shall not violate any law, decree, proceeding or any other restriction by operation of law or by any other contractual obligation.
11. Termination. Upon the termination of this Agreement, or at any time upon BMI's request, Broker will immediately return all Confidential Information including any copies or reproductions (in electronic or any other formats) in its possession to BMI's authorized representative.
12. Violations. The violation of any of the above referenced provisions of this Agreement shall be considered a breach of this Agreement.
13. Term. This Agreement commences on the effective date as executed hereunder and applies to all Confidential Information provided on such date and thereafter, until the Agreement is terminated in writing by BMI. However, even after termination of the Agreement, the Broker and all of the bound parties herein have a duty to uphold the confidentiality and non-disclosure regarding the Confidential Information provided prior to termination. Broker must also comply with any request per this agreement by BMI for the return of all Confidential Information and related documents.
14. No Transfer of Right. Nothing in this Agreement shall be deemed by implication or otherwise to convey to the Broker any right, title, interest, or license in or to the Confidential Information disclosed, or in or to any patent, trademark, service mark, trade name, copyright, or trade secret relating to the Confidential Information; nor shall this Agreement be deemed to provide a

commitment of any kind by either party to enter into any further Agreement with the other party.

- 15. Riders, Amendments and Schedules. All exhibits, attachments, riders, amendments and schedules are deemed to be incorporated herein and made a part of this Agreement. To the extent any changes or modifications are made and supercede they shall be made a part and attached to this Agreement and shall be executed and acknowledged by both parties.
- 16. Legal and other Costs. BMI shall have the right to recover any costs including but not limited to, reasonable attorneys fees and administrative costs, for any action brought by either party in any legal proceeding.
- 17. Binding Upon all Parties. This agreement is binding upon the parties, their employees or former employees, Brokers, representatives and persons associated with them, their successors, administrators, executors, heirs and assigns, affiliated entities, and any outside party, revealed or unrevealed, who shall hold any right, title, or interest in the parties.
- 18. Notices. All notices shall be sent and made registered or certified mail to the addresses listed herein, unless notice is given as to any new address, to the other party.

Broker: _____
 Address: _____
 City, ST Zip _____
 Business Phone: _____
 Email Address: _____
 Cell Phone: _____

BMI:
 BMI Consulting, LLC
 15520 Rockfield Blvd., Ste G
 Irvine, CA 91618

 FAX: 949 900-0096
 Email: CSD@bmiconsulting.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of _____, 2006.

BMI:

 Signature

 Print Name and Title

BROKER:

 Signature

 Print Name and Title