

NON-DISCLOSURE NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT, entered into between PAEDA INTERNATIONAL FINANCIAL GROUP, INC. whose principle place of business is at 10150 Highland Manor Drive, Suite 200, Tampa Florida 33610 and _____, potential investor(s), hereafter known as "*the Investor*" whose principle address is _____, states that both parties agree:

WHEREAS, PAEDA INTERNATIONAL FINANCIAL GROUP, INC. may from time to time or as a result of attached or included materials, disclose to *the Investor* certain confidential information, business plans or trade secrets regarding the nature of its general or specific business operations;

AND WHEREAS, *the Investor* agrees that (he / she / or it) is interested in becoming an investor or partner and shall not disclose the information so conveyed, unless in conformity with this agreement and shall limit disclosure to the officers, employees or partners of *the Investor*, if applicable, with a reasonable "need to know" the information, and shall protect the same from disclosure with reasonable diligence;

NOW THEREFORE, both parties agree that as to all written materials, reports or documents which PAEDA INTERNATIONAL FINANCIAL GROUP, INC. claims is strictly confidential, PAEDA INTERNATIONAL shall reduce the same to writing prior to disclosure and shall conspicuously mark the same as "confidential," "not to be disclosed" or with other clear indication of its status. If the information or item which PAEDA INTERNATIONAL FINANCIAL GROUP, INC. is disclosing is not in written form, for example, a machine, device, product or service, PAEDA INTERNATIONAL FINANCIAL GROUP, INC. shall be required prior to or at the same time that the disclosure is made to provide written notice of the secrecy claimed by PAEDA INTERNATIONAL FINANCIAL GROUP, INCORPORATED. Any dispute arising as a result of an attempt to circumvent this Agreement, shall be settled in accordance with the laws of the state of Florida, County of Hillsborough, with appropriate penalties.

The Investor agrees upon reasonable notice to return the confidential tangible material provided by PAEDA INTERNATIONAL FINANCIAL GROUP, INC. back to the Company upon reasonable request or if the undersigned Investor, has *no further interest* in pursuing or investing in the opportunity.

The obligation of non-disclosure shall terminate when or if any of the following occurs:

- (a) The confidential information becomes known to the general public without the fault of *the Investor*, or;
- (b) The information is disclosed publicly by PAEDA INTERNATIONAL FINANCIAL GROUP, or ;
- (c) A period of (5) years passes from the disclosure, or;
- (d) The information loses its status as confidential through no fault of *the Investor*.

In any event, the obligation of non-disclosure shall not apply to information which was known to *the Investor/Partner* prior to the execution of this agreement.

Investor: _____	PAEDA INTERNATIONAL FINANCIAL GROUP, INC.
Signature: _____	Signature: _____
Dated: _____ / _____ / _____	Title: _____