

## NON-CIRCUMVENTION AGREEMENT

This Agreement is made and agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **Rising Bird, Inc.** and \_\_\_\_\_, hereinafter referred to as "Client".

Whereas, Rising Bird, Inc is providing services for valuable consideration for the Client; and

Whereas, part of those services may require that Client contact or receive information concerning others, hereinafter referred to as "Third Parties", originated, created, and provided by and through the efforts of Rising Bird, Inc; and

Whereas, Rising Bird, Inc desires to create and originate those contacts and information with Third Parties for Client so long as Client does not deal directly with Third Parties to the detriment of Rising Bird, Inc; and

Whereas, the Client is willing to provide security to Rising Bird, Inc for that purpose.

Now, Therefore, in consideration of the covenants and conditions set forth herein, the parties agree as follows.

\_\_\_\_\_  
**Initial** 1. The Client agrees that Client shall not contact nor receive information on Third Parties provided by Rising Bird, Inc for the purpose of funding without the knowledge or to the exclusion of Rising Bird, Inc. The Third Parties include but are not limited to affiliates, funding sources, investment broker dealers, consultants, and the like.

\_\_\_\_\_  
**Initial** 2. Client shall not enter into business relations or contacts with Third Parties provided by Rising Bird, Inc without the express written consent of Rising Bird, Inc and without providing for compensation acceptable to Rising Bird, Inc.

\_\_\_\_\_  
**Initial** 3. Client agrees to communicate with Rising Bird, Inc only and not directly to the Third Parties (as indicated in item 1). Moreover, the names and identities of all Third Parties provided by Rising Bird, Inc must remain confidential under this agreement, and Client agrees not to disclose the identity of these Third Parties to any other persons or entities for the purpose of seeking other funding.

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**Initial** 4. If Client receives funding through the effort of Rising Bird, Inc and subsequently requires additional funding from such funding source or from other Third Parties, Client shall contact Rising Bird and shall communicate this request directly to Rising Bird, Inc and not to such funding source or other Third Party or Parties provided by Rising Bird, Inc

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**Initial** CLIENT UNDERSTANDS AND AGREES THAT IF CLIENT BREACHES THIS CONTRACT / AGREEMENT, CLIENT WILL PAY MAXIMUM PENALTIES ALLOWED BY LAW INCLUDING BUT NOT LIMITED TO COMPENSATION TO RISING BIRD, INC, ATTORNEYS' FEES, COURT FEES, COLLECTION FEES, AND ALL RELATED EXPENSES INCURRED BY OR ON BEHALF OF RISING BIRD IN PURSUING AND ENFORCING RISING BIRD'S RIGHTS UNDER THIS AGREEMENT. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES HERETO CONCERNING OR RELATING TO THIS AGREEMENT, UPON REQUEST OF RISING BIRD, INC., THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION IN THE CAPITAL OF THE STATE OF NEVADA, IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

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**Initial** 5. It is understood that Rising Bird, Inc, solely or jointly with the client may issue a press release upon client receiving LETTER OF INTENT, LETTER OF INTEREST, COMMITMENT

