

NONCIRCUMVENT AGREEMENT

Atms Locator Inc. (hereafter referred to as the “First Party”) and _____ a corporation with a principal office in _____ State (hereafter referred to as the “Second Party”) agree as follows:

1. **Confidential Information**

The parties understand and agree that, in the course of discussions regarding business arrangements, proposals and/or potential business activities between them regarding the released information about “Start Your ATM Business”, ATM Program regarding Atm setups to recruit new clients/investors to purchase ATM Services not limited to new setup, existing route sale, ATM build and any confidential information regarding getting started in the ATM Business and current company business model. Second Party will keep all trade secret information confidential and private. The Second Party may have access to confidential information of the First Party, including but not limited to the list of potential locations for placements of ATM and technologies, portal and database access for ATM Location and additional proprietary information with which First Party has an existing relationship or have potential client data. Any and all information disclosed by the First Party in connection to this business of ATMs and Recruiting new clients/investors “Starting and ATM Business” or “Start Your ATM Business or any similar services as it pertains to ATM new client recruiting and getting started in the ATM Business shall be deemed “Confidential Information”.

The Second Party expressly acknowledges that at the time of the signing this agreement it was not aware of the identity of proprietary information listed above in “Confidential Information” until disclosed by First Party.

2. **Non-circumvention.**

The Second Party and its officers, directors, agents and employees, separately and individually, will not make any effort to circumvent the First Party in an attempt to gain any benefits or considerations by taking any actions in connection with the Confidential Information, including but not limited to contacting or contracting directly or indirectly with the party which the First Party has identified with out the participation of the First Party.

In the case of circumvention, the Second Party acknowledges the First Party’s entitlement to equitable relief enjoining and restraining any action being taken by the Second Party in connection with the Confidential Information, as well as the First Party’s entitlement to actual damages, loss profits and the awarding of attorneys fees.

3. **Disclaimer.**

Nothing contained herein or in any Confidential Information shall constitute any express or implied warranty of any kind, including any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, with respect to the Confidential Information.

4. **Default and Disputes**

If either party defaults with respect to any obligation hereunder, the defaulting party agrees to indemnify the other against or to reimburse the other for any and all expenses, costs and reasonable attorneys fees resulting from or made necessary by the bringing of any suit or other proceeding to enforce any of the terms, covenants or conditions of this Agreement to be performed or complied with by the other.

5. **Entire Agreement**

This Agreement is entire and complete and embodies all understandings and Agreements between the parties with respect to the Confidential Information and no representations, agreements, promises, undertakings or warranties of any kind or nature have been made by either party or anyone else to the other to induce the making of this Agreement, except as expressly set forth in this Agreement and neither party shall assert to the contrary that there is any other Agreement, oral or written, existing between them. Each party is satisfied that this Agreement, and all of its terms and provisions, is fair and equitable.

6. **Jurisdiction and Venue**

The parties submit to the jurisdiction of the courts of Broward County and State of Florida, and agree that such courts are the proper venue for the resolution of any dispute arising from this Agreement.

7.

Non-Compete/Confidential Disclosure:

Second Party will not at any point compete with First Party as it pertains to working with any ATM Business Services as it directly relates to recruiting new clients/investors/ATM Operators to get started in the ATM Business. Second Party will at all times request permission to promote any ATM Service related products or services.

Second Party will at no point pursue a client or location that is disclosed to them by First Party as a "lead" or "location" sought consider as a potential placement for their ATM without the consent of PRODIGY to recruit client or place ATM. Any clients or ATM location leads, client lead or location lead, client or location information presented to Second Party by First Party as a potential client or ATM location placement will not be contacted or placed without First Party's permission to contact client or sell location. Second Party will not at any time strike a deal with client or location without a full compensation to First Party for clients or locations that were sold to or placed without permission of First Party. If Second Party places a location or lead that was sent by First Party without First Party's permission then Second Party agrees to pay First Party for its full asking price for unauthorized client sale or placement within 7 (seven) days of PRODIGY's acknowledgement of placement.

Atms Locator Inc.

By: _____

Date:

_____ **(Second Party).**

By: _____

Date: