

# Wealth Increase Network, L.P.

Tel: 1-888-883 4946  
Fax: 1-877-794 6946

516 Russett Lane, El Paso, Texas 79912, U.S.A.

Tel: 1-915-833-6383  
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## NON-CIRCUMVENTION AGREEMENT

**THIS NON-CIRCUMVENTION AGREEMENT** (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, by and between **WEALTH INCREASE NETWORK, L.P.**, a Texas limited partnership ("WINLP") and \_\_\_\_\_ (the "Agent").

### RECITALS:

1. WINLP is engaged in the business of marketing and negotiating the purchase of unnecessary, unwanted or surplus insurance policies from third parties and has business relationships with certain funders, providers, buyers or purchasers of such policies (the "Company");
2. Client is the owner of a certain insurance policy or policies (the "Policies") or is an agent of the owner of the Policies. For purposes of this Agreement, the phrase "agent of the owner of the Policies" shall include, but not be limited to, any attorney, accountant, broker, insurance representative or any other individual or entity that represents, directly or indirectly, the owner of the Policies. The owner of the Policies desires to sell such Policies to Company upon terms and conditions mutually agreeable to the parties;
3. Client is represented by the undersigned individual ("Agent") in connection with the possible sale of the Policies to Company; and
4. WINLP and Agent desire that the parties to this agreement not contact the principal represented by the other party, (e.g., the Client or the Company) regarding the parties' business transaction without the prior written consent of the other party and that any Confidential Information that may be disclosed among WINLP, Company, Agent and Client remain absolutely confidential in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Confidential Information.** For the purposes of this Agreement, "Confidential Information" shall mean any and all information and data pertaining to the Policies subject to sale and the mental and physical health of the insured under the Policies. Notwithstanding the foregoing, information and data disclosed by Agent or Client to WINLP shall not be deemed to be Confidential Information, and WINLP shall have no obligation to treat such information and data as Confidential Information, if such information and data: (a) was known by WINLP at the time of such disclosure; (b) was known to the public at the time of such disclosure; (c) becomes known to the public (other than as a result of an act or omission by WINLP); or (d) is required by law to be disclosed by WINLP provided that WINLP gives to Agent and Client prior written notice of such required disclosure.

**2. Non-Circumvention and Confidentiality.** Commencing on the date hereof:

(a) WINLP shall not contact, directly or indirectly, any Client with whom the undersigned Agent has a contractual or business relationship only with regard to the submitted policies so long as Agent discloses the identity of the Client to WINLP and WINLP does not have a contractual or business relationship with such Client as of the date of the disclosure to WINLP. WINLP shall also not disclose Confidential Information regarding the submitted policies to any entity or individual except Company unless WINLP obtains prior written consent from Agent or Client.

(b) Agent shall not contact, directly or indirectly, or disclose Confidential Information to, any funder, provider, purchaser, buyer or any other entity or individual that has a contractual or business relationship with WINLP unless Agent and Client obtain prior written consent from WINLP. Agent further agrees that if it is ever contacted by Company,

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Agent shall not discuss or communicate any matters relating to the Policies, but shall promptly instruct Company to contact WINLP, as its authorized agent, to discuss any and all matters relating to the Policies. In the event that Agent ever discovers or becomes aware that Company has contacted Client or that Client has contacted Company, Agent shall promptly notify (i) Client that he or she may not discuss or communicate any matters relating to the Policies directly with Company, and (ii) WINLP regarding the relevant facts surrounding the contact between Client and Company.

(c) In consideration of the mutual promises contained herein, and in furtherance of the provisions of Paragraphs 2(a) and 2(b) of this Agreement, the parties intending to be legally bound, hereby irrevocably agree to not circumvent, avoid, or bypass each other, either directly or indirectly to contact customers, business relationships, resources, sources of funds or others in order to distribute, disseminate or make use of for any purpose or establish business relationships independent of the other party, so to avoid payment of fees, commissions or other benefits, either financial or otherwise under this Agreement. The parties are furnishing Confidential Information to the other party with a view toward the sale of the Policies.

**3. Release.** Agent recognizes that WINLP is solely an agent of Company and that WINLP cannot exercise any control over Company. Based upon this recognition, Agent expressly releases WINLP from any and all liabilities, claims for damage, causes of action, losses, costs or expenses of whatever kind or character, whether in tort or in contract, statutory, at common law or otherwise, and whether known or unknown, liquidated or unliquidated, fixed or contingent, including but not limited to the actions, inactions, negligence, gross negligence and malfeasance, if any, that Agent may have or may have had relating to the actions of Company.

**4. Registered Mark.** Agent recognizes that Fernhill, LLC, the General Partner of WINLP, has obtained a Registered Mark for the term "LifeCash" (the "Mark") and Agent hereby agrees not to do business in any regard which would violate WINLP's proprietary interest in the Mark. Agent further recognizes that WINLP may cease or withdraw the use of the Mark at any time under this Agreement.

**5. Agent Liability for Compensation.** In the event that WINLP and Agent enter into a life settlement, as defined by the Texas Department of Insurance, with respect to a submitted policy, Agent hereby recognizes that it is solely responsible for paying any compensation to licensees, agents and brokers if Agent has submitted the policy on behalf of, and entered into a compensation arrangement with (whether written or oral), such a licensee, agent or broker.

**6. Miscellaneous.**

(a) This agreement may not be amended or any provision hereof waived in whole or in part except by a writing signed by both parties hereto.

(b) This agreement shall be governed by and construed in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

(c) This agreement shall be binding upon and inure to the benefit of the parties hereto and their officers, directors, agents, attorneys, employees, legal and personal representatives, heirs, successors and assigns.

(d) In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, all remaining provisions hereof shall continue in full force and effect the same as if such invalidity, illegality or unenforceable provision had never been contained herein.

(e) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

(f) In the event that one of the parties hereto breaches any of the terms of this agreement whereby the party not in default employs attorneys and/or incurs expenses to protect or enforce such party's rights hereunder and prevails, then the defaulting party agrees to pay the reasonable attorney's fees and expenses so incurred by such other party.

(g) Either party may terminate this agreement for any reason by providing 30-days advance written notice to the other party.

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**IN WITNESS WHEREOF**, the parties have hereunto set their hand as of the day and year hereinabove stated.

**WEALTH INCREASE NETWORK, L.P.**,

a Texas limited partnership

By: \_\_\_\_\_

Name: Robert N. Morris

Title: Manager of Fernhill, LLC, General Partner

AGENT: \_\_\_\_\_  
Individual or Business Name

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Name of Signatory

Title: \_\_\_\_\_  
Title of Signatory

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**NOTARIZATION OF AGENT SIGNATURE**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by

\_\_\_\_\_, \_\_\_\_\_ of  
Name of Signatory Title of Signatory

\_\_\_\_\_  
Company or Business Name

Notary's Official Seal:

X \_\_\_\_\_ X  
NOTARY PUBLIC

**IN LIEU OF A NOTARY PUBLIC SIGNATURE TWO WITNESSES ARE ACCEPTABLE**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by

\_\_\_\_\_, \_\_\_\_\_ of  
Name of Signatory Title of Signatory

\_\_\_\_\_  
Company or Business Name

X \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State or Province, Zip or Postal Code

\_\_\_\_\_  
Telephone Number (including area code)

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State or Province, Zip or Postal Code

\_\_\_\_\_  
Telephone Number (including area code)

\_\_\_\_\_  
Date