

# NON-CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT

**WHEREAS** the undersigned Andrew McManus (AM) and SAINT Corp (SAINT) wish to enter into this Agreement to define certain parameters of the future obligations, are bound by a duty of Confidentiality with respect to their sources and contacts.

**WHEREAS** the undersigned parties desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

**NOW THEREFORE** in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties to this Agreement hereby agree as follows:

## 1. TERMS AND CONDITIONS

A. Mr. McManus agrees to engage SAINT Corp in seeking to finance commercial loans, notes, commercial properties and other real estate related business, not specified in this agreement through a Lender, Bank, Buyer, Seller, various types of funds, or any other type of financial institution not specified in this agreement.

B. Both Parties shall exercise best efforts in the performance of their work under this Agreement. C. Both parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this Agreement, without the express permission of the party who made available the source.

D. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of the party who made available the source.

E. The parties will not disclose **names, addresses, e-mail address, telephone and telefax or telex numbers** to any contacts by either party to third parties and that they each recognize such contacts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contacts revealed by the other party, and

F. That they further undertake not to enter into business transactions with banks, investors, sources of funds, clients, or other business entities or government bodies, the names of which have been provided by one of the other parties hereto.

G. **Contacts.** Each of the Parties agrees for itself and any assignee or successor in interest that it will not, directly or indirectly, make any contact with, deal with or otherwise be involved in any transactions with, and will keep confidential any and all individuals and/or individuals employed by or representing public or private lending, banking and insurance institutions, trusts, funds, estates, investors, corporations, companies, firms or individuals, lenders or borrowers, buyers or sellers, and any other entities introduced by the other Party, whether or not otherwise publicly known or available for a period of three (3) years

Such entities and the information pertaining to them is deemed to be the valuable property of the introducing Party. In the event that either Party deals, directly or indirectly, with such individuals or entities as described above, it shall be presumed that the transaction was a result of the introduction by the other Party, and the introducing Party shall receive a fee equal to the applicable fee set forth herein.

H. AM will defend and protect SAINT's advisory fees agreed between SAINT and the borrower. This fee will differ on a case by case basis and agreed through a different agreement. Lender agrees to pay SAINT agreed upon commission and fees, within one week after funding a loan.

I. The parties to this Agreement, unless written permission has been obtained from the other party to do so, will not disclose to any person any aspect of the transactions involving the parties to this Agreement, regardless of whether any such information was obtained from a natural or a legal person, and they shall not undertake to make use of a third party to circumvent this clause.

J. That in the event of circumvention of this Agreement by party hereto, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum amount it would have realized from such transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

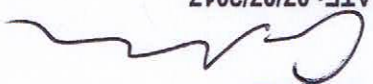
J. AM and Saint agree that the obligations of the parties provided herein are necessary and reasonable in order to protect the parties' business interests, and both parties expressly agree that monetary

**EDT ( Electronic document transmissions )** shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and

2- EDT documents shall be subject to **the laws of the state of New York and the parties irrevocably consent to the sole and exclusive jurisdiction of the federal and state courts of New York, as**

**Valid**  
 DATE: 07/07/2017  
 SIGNATURE:  
 E-MAIL: methodiosv@yahoo.com  
 FAX: 718-228-6983  
 PHONE: 718-274-9131-917-519-0140  
 Astoria, NY 11105  
 ADDRESS: 20-62 37th street,  
 TITLE: CEO  
 COMPANY: SAINT Corp  
 NAME: Methodios Vallidis

DATE: 07/07/2017  
  
 SIGNATURE:  
 E-MAIL:  
 FAX:  
 PHONE (Mobile) : (860) 391-7119 mobile  
 PHONE (Office): (561) 221-0881 ext. 104  
 ADDRESS:  
 TITLE: Partner  
 COMPANY: Quick Liquidity  
 NAME: Andrew McManus

# Electronic signature is valid and accepted as hand signature #

**3. ACCEPTED AND AGREED WITHOUT CHANGE**

name of the party for which they have given their signature.  
 initials and signature that they have full and complete authority to execute the document for and in the  
 B. All signatories here to acknowledge that they have read the foregoing Agreement and by their  
 for all purposes by, for or against any of the parties' signatory hereto.

A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be adequate  
 and legally binding to create a fully executed contract. This Agreement is **enforceable and admissible**

**2. AGREEMENT TO TERMS**

**last date of signing.**

M. The signing parties hereby accept this Agreement to be valid for a period of **three (3) years from**  
 governed by New York law  
 jurisdiction thereof. Arbitration proceedings shall be conducted in the State of New York and shall be  
 Association, and judgment on the award rendered by the arbitrator may be entered in any court having  
 Arbitration Act and the then prevailing Commercial Arbitration Rules of the American Arbitration  
 unable to resolve to their mutual satisfaction shall be arbitrated in accordance with the Federal  
 L. Any controversy, claim, or breach arising out of or relating to this Agreement that the parties are  
 reasonable sum for attorney's fees.  
 in enforcing any legal remedy and/or right(s) based upon, or arising out of the Agreement; plus (d) a  
 damage sustained by the non-defaulting party by reason of such breach; plus (c) all expenses incurred  
 pay to the other party: (a) the non-circumvention damages, if applicable; plus (b) all loss and/or  
 K. Each party agrees with the other that upon any breach of this Agreement, the party in default will  
 breach by the party, without the necessity of proving actual damages.  
 injunctive relief against the threatened breach of this Agreement, or the continuation of any such  
 remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to  
 violation or threatened violation will cause irreparable harm to the other and that in addition to other  
 and agreements set forth herein. Accordingly, the parties agree and acknowledge that any such  
 damages would be inadequate to compensate them for any breach by the other party of its covenants

applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.