

Vision

VISION TAX LIEN SERVICES, INC. / CLIENT COOPERATION INCLUDING NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

_____ (herein after "client") will contract with VISION TAX LIEN SERVICES, INC., a Montana Corporation (herein after the "Company") for Company to perform bidding services at property tax sales. The following sets forth the cooperation between these two parties to future agreements.

Scope of Work

WHEREAS, VISION TAX LIEN SERVICES, INC., is in the business of providing third party bidding services, and other tax sale related services. The Company recruits, organizes and trains a network of bidders that are valuable to the Company and its profitability.

Ownership of the Work

Company assigns to Client all rights, title and interest in the work, including all patent, trade secret and trademark rights.

Payment

Vision Tax Lien Services, Inc. and client will negotiate a contract rate prior to performance of the contract as bidder at each sale.

Confidential Information

Any information supplied by either party to the other will be marked as "Confidential" or described below. This information must be used only for the purposes of this or future agreements and must not be disclosed to other parties without the discloser's written

consent. This does not apply to information that is publicly available or that the recipient already properly knew, developed or received independently. When each agreement is completed, receiving party must return to disclosing party the information or destroy any materials containing confidential information. Confidentiality obligations survive termination of this agreement.

“Confidential Information” as used herein shall mean all information, bidding lists, promotional literature, documentation, recordings, contracts, product lists, software (including listings thereof and documentation related thereto), devices, commodities, processes, quantities, deliveries, payment information, instruments, names of ultimate and/or mandate buyers, sellers, shippers, manufacturers, mills, bank references, financial status, creditworthiness and communications devices such as telefax, fax, and telephone numbers, and any other information relating to the elements of the business transaction, which information is disclosed or made available by either party, including, but not limited to, the existence of discussions between the parties and their bidders, business plans, present and future operations, and policies.

Termination

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. If the breaching party does not cure the breach within 3 days of receiving such notice, then the agreement is terminated except with respect to those obligations indicated as surviving termination.

If the agreement terminates for any reason other than a material uncured breach by bidder or company then prorated fees for the portion of the work completed at the time of termination become immediately due (less any fees already paid). This obligation, and any payment obligations pending at termination, survive termination.

Non-Circumvention

Except for purposes of performing contracts or duties under this or future agreements, Client is prohibited against direct business contact with any bidder assigned by Vision Tax Lien Services under the following terms:

a. Restrictions. During the Client’s association with the Company, and for a period of two (2) years from the date of their last completed contract, Client will not directly or indirectly,

on the Client's own account or as an employer, consultant, partner, owner, officer, director or stockholder of any other firm, subsidiary, partnership or corporation aid, partner or employ any bidder introduced by the Company to Client unless receiving a written waiver for the expressed purpose from the Company.

b. Geographic Limitation. The geographic limitation within which the undersigned Client shall be restricted toward introduced bidders applies to (a) States in the US in which the Company is currently engaged in business at the time of the last contract; or (b) States in which the Company provided bidding services to Client.

Remedies

Arbitration

i. Notwithstanding the foregoing, and in addition to injunctive relief, the parties herewith agree that all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of the American Arbitration Association (except to the extent such rules and regulations are inconsistent with the provisions of this Article).

ii. If the parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties do not so agree, the parties shall each select one independent, qualified arbitrator. For this purpose, all parties whose interest in the matter being arbitrated are substantially identical shall be treated as a single party entitled to select an arbitrator. If an even number of arbitrators is selected, such arbitrators shall select an additional arbitrator.

iii. Each party reserves the right to object to any individual arbitrator who is employed by or affiliated with an organization that competes with such party.

iv. The parties shall have the right to conduct discovery as specified for up to three months. Such discovery shall include the right to take depositions and subpoena witnesses.

v. At the request of any party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for the inspection only of the parties and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known.

vi. The arbitrators shall act by majority vote. The arbitrators shall issue a written opinion of their findings of fact and their conclusions of law at the request and at the expense of either party.

vii. The arbitrators shall be able to decree any and all relief of an equitable nature, including without limitation such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys fees. The decree or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof.

viii. Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representatives shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

Severability

No waiver of any breach or violation hereof shall be implied from forbearance or failure by either party to take action thereon. It is the desire and intent of the parties that the provisions of the covenant be enforced to the fullest extent permissible under the laws and the applicable public policies of the State of Illinois. Accordingly, the terms of this covenant are determined to be severable, and if any particular portion be adjudicated or determine dot be invalid or unenforceable, such determination shall only apply to that portion of the covenant and the balance of said covenant shall nevertheless be enforceable to the fullest extent permissible under the laws and public policies applying thereto.

Governing Law

The laws of the State of Illinois govern this agreement and any disputes arising from it must be handled exclusively in courts in Illinois.

Counterparts

This agreement may be signed and delivered electronically or by facsimile transmission, and when all parts are taken together shall be considered as a full and complete original substitute.

Miscellaneous

This is the parties entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

IN WITNESS WHEREOF, the undersigned do set their hands and seals on the date and year first above written.

Client

Vision Tax Lien Services, Inc.
By Its: Executive Manager