

**VISION TAX LIEN SERVICES, INC. / BUYER
NONDISCLOSURE
AND
NON-CIRCUMVENTION AGREEMENT**

_____ (herein after "Buyer") will coordinate with VISION TAX LIEN SERVICES, INC., a Montana Corporation (herein after the "Company") with the intent to enter into a purchase agreement(s) with Company's client's (herein after "Seller")

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, property data, purchase documents, photos, deeds, insurance details, 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 business plans, present and future operations, and policies.

Non-Circumvention

Except for purposes of this or future agreements, Buyer is prohibited against direct business contact with any Seller under the following terms:

- a. Restrictions. During the Buyer's association with the Company, and for a period of two (2) years from the date of their last completed contract, Buyer will not directly or indirectly, on the Buyer's own account or as an employer, consultant, partner, owner, officer, director or stockholder of any other firm, subsidiary, partnership or corporation aid or partner with an Seller introduced by the Company to Buyer unless receiving a written waiver for the expressed purpose from the Company.
- b. Geographic Limitation. The geographic limitation within which the undersigned Buyer shall be restricted toward introduced Sellers 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 services to Buyer.

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 attorney's 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 Montana. Accordingly, the terms of this covenant are determined to be severable, and if any particular portion be adjudicated or determined to 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 Montana govern this agreement and any disputes arising from it must be handled exclusively in courts in Montana.

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.

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

Buyer / Buyer's Agent

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