

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT


This Agreement (this "Agreement") dated as of _____, 2011 is made by and between: (1) Stalwart Contract Finance, LLC, a Utah limited liability company ("STALWART"); and (2) _____, a _____ corporation/LLC/partnership and [IntContact001Name] (collectively the "Broker"), STALWART and Broker individually each a "Party" and collectively the "Parties." Capitalized terms that are used in this Agreement are defined herein by underlining.

- Background. STALWART and Broker have expressed an interest in engaging in possible business transactions (collectively the "Transactions") relating to the monetizing of certain service, supply, purchase or other agreements and any related statements of work (collectively the "EUA") between: (a) one or more companies introduced (or to be introduced) to STALWART by Broker (collectively the "Company"); and (b) certain end users (the "End Users") under which the End Users are obligated to make periodic payments to Company. In the course of the Transactions, either Party (the "Disclosing Party") might disclose or deliver proprietary information to the other Party (the "Recipient"). The Parties have entered into this Agreement in order to assure the confidentiality of such information and to prevent circumvention of STALWART in Company's monetizing of the EUA for Company's benefit. If the Transactions are successful, then: (i) STALWART and Company might enter into a commitment letter and term sheet for a specific financing Transaction proposed by STALWART (the "Commitment"), which might then lead to definitive financing documents; and (ii) upon the closing of any monetization transactions under the Commitment, STALWART shall be obligated to pay Broker a fee pursuant to the terms and conditions of any separate brokerage agreement between Broker and STALWART (the "Brokerage Agreement"). This Agreement shall be applicable also to the Brokerage Agreement. STALWART intends to enter into a separate Non-Disclosure and Non-Circumvention Agreement with Company, and STALWART's rights under that agreement shall be in addition to STALWART's rights under this Agreement. Broker shall not be entitled to receive any information under the Commitment.
- Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean all information of a Disclosing Party (including all pricing, proposals, business methods, contracts, customers and process information concerning a Disclosing Party and any other confidential or proprietary information with respect to the technical information and methods of production) that: (a) has been designated as confidential by the Disclosing Party prior to or at the time of disclosure of such information by the Disclosing Party to the Recipient; (b) is disclosed under conditions in which a reasonable recipient would realize that the information is confidential; and/or (c) has been loaded into the Disclosing Party's databases or is otherwise discernible from the Disclosing Party's information systems in electronic or other format and by authorization of the Disclosing Party is made available to or accessible by the Recipient. Without limiting the generality of the foregoing, STALWART's Proprietary Information includes its processes for monetizing an EUA, as set forth in a Commitment, as described below or as otherwise established through the parties' course of dealing (the "Monetization Process"), and the identity of Protected Sources.
- Disclosure of Proprietary Information. The Recipient shall hold in confidence and shall not disclose (or permit or suffer its Personnel or Representatives to disclose) to any person any Proprietary Information of the Disclosing Party, except as is expressly provided herein. The Recipient and its Personnel and Representatives shall use the Disclosing Party's Proprietary Information only for the Transactions and shall not use or exploit such Proprietary Information for its own benefit or for the benefit of another without the express prior written consent of the Disclosing Party. The Recipient shall disclose Proprietary Information received by it from the Disclosing Party only to: (a) Personnel within its organization who have need to know such Proprietary Information in the course of the performance of their duties in connection with the Transactions; or (b) Recipient's legal counsel, accountants, contractors and other professional advisors (collectively referred to herein as "Representatives") who have a need to know such Proprietary Information in the course of performance of their duties to the Recipient in connection with the Transactions. The Recipient shall adopt and maintain programs and procedures that are reasonably calculated to protect the confidentiality of the Proprietary Information. The Recipient: (i) shall be responsible to the Disclosing Party for (and shall indemnify and defend the Disclosing Party against any claims, damages or losses arising from) any disclosure or misuse of Proprietary Information by the Recipient and its Personnel and Representatives that results from a failure to comply with this section; and (ii) will promptly take all reasonable further steps requested by the Disclosing Party to prevent, control or remedy any such violation. All references to a Party under this section will, as appropriate, include that Party's owners, shareholders, employees, officers, agents and affiliates (collectively the "Personnel"). Furthermore, a Recipient will provide Proprietary Information of the Disclosing Party to the Recipient's Personnel and Representatives only after informing such Personnel and Representatives of the confidential nature of the Proprietary Information and of the obligation of the Personnel and Representatives to maintain the confidential nature of the Proprietary Information in accordance with this Agreement. Each Recipient represents, warrants and covenants to the Disclosing Party that the Recipient has and will maintain agreements with its Personnel and Representatives sufficient to permit the protection of the Disclosing Party's Proprietary Information as set forth in this Agreement.

4. Limitation on Obligations. The obligations of the Recipient specified in section 3 shall not apply to (and the Recipient shall have no further obligations under this Agreement with respect to) any Proprietary Information of the Disclosing Party to the extent that the Recipient can demonstrate, by clear and convincing evidence, that such Proprietary Information:
 - a. Is generally known to the public at the time of disclosure or becomes generally known thereafter through no wrongful act on the part of the Recipient;
 - b. Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of any legal obligation;
 - c. Becomes known to the Recipient through disclosure by sources (other than the Disclosing Party) having the legal right to disclose such Proprietary Information to the Recipient;
 - d. Is independently developed or discovered by the Recipient without use or reference to or reliance upon the Proprietary Information, which shall be substantiated by the Recipient's providing the Disclosing Party with written evidence of such within two (2) business days; and/or
 - e. Is required to be disclosed by the Recipient in order to comply with: (i) orders from courts of appropriate jurisdiction, (ii) applicable laws or (iii) governmental regulations, provided that in each such event the Recipient first: (1) provides reasonable prior written notice to the Disclosing Party of such intended disclosure; (2) takes reasonable and lawful actions to avoid and/or to minimize the extent of such disclosure; and (3) cooperates with the Disclosing Party in the Disclosing Party's seeking an order or other remedy protecting the confidentiality of that Proprietary Information.
5. Ownership of Proprietary Information. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of the Proprietary Information.
6. Misappropriation. If the Recipient has knowledge of the use or disclosure of the Disclosing Party's Proprietary Information contrary to this Agreement, then the Recipient shall give the Disclosing Party prompt written notice thereof and shall reasonably cooperate with the Disclosing Party to regain possession, and to prevent the further unauthorized disclosure or use, of that Proprietary Information.
7. Return of Proprietary Information. Upon the termination of this Agreement or the termination or expiration of all Transaction negotiations between the Parties, the Recipient shall return to the Disclosing Party or destroy (as directed by the Disclosing Party) all of the Disclosing Party's Proprietary Information, including drawings, documents and other tangible manifestations of the Disclosing Party's Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof); provided, however, that the Recipient may retain one copy of the Proprietary Information for historical, compliance, warranty and/or legal purposes, subject to continuing obligations of confidentiality under this Agreement.
8. Non Circumvention. Broker acknowledges that in reliance upon this Agreement, STALWART will expend considerable efforts in underwriting, due diligence, coordinating with assignees/nominees and documentation and other activities with respect to the Transactions. In consideration of STALWART's efforts, and acknowledging that STALWART is entitled to protection from circumvention, the Parties agree as follows:
 - a. The term "Protected Source" means and includes: (i) every potential financing source that STALWART introduces to Broker on or after the date of this Agreement; and (ii) every potential financing source identified by STALWART in a written notice to Broker and to which STALWART seeks or intends to offer an assignment of all or any portion of STALWART's rights arising from Transaction financing (including any rights with respect to any EUA). STALWART might use informal or trade names in identifying the foregoing parties, but the formal legal entity for each party and any affiliates of that entity is intended and will be covered by the term "Protected Source." Notwithstanding the foregoing, an financing source described in clauses (i) or (ii) above will not be deemed to be a Protected Source if: (i) Broker already had a pre-existing business relationship with the financing source; and (ii) within two business days after STALWART's introduction or notice to Company, Broker gives STALWART written notice of, and establishes to STALWART's reasonable satisfaction, the basis of such prior business relationship.
 - b. For two years after the date of this Agreement, Broker will deal exclusively with STALWART to monetize any EUA in which Company or any of its affiliates has an interest (the "Exclusivity Protection"). In particular, but without limiting the generality of the foregoing, Broker shall not utilize STALWART's Monetization Process or assist Company or its affiliates (directly or indirectly) to assign Company's rights in an EUA to a Protected Source (either outright, as collateral security or otherwise and either directly or indirectly; collectively an "Assignment") for two years after the date of this Agreement without STALWART's prior written consent, which STALWART may give, withhold or condition in its sole discretion. Each of the foregoing periods of restriction shall be referred to herein collectively as the "Protected Term," as the context of usage requires.
 - c. Broker shall be liable for non-compliance with the foregoing non-circumvention provisions by any of its affiliates.

9. Remedies. If during the Protected Term Broker or any affiliate of Broker assists Company in Assigning Company's rights in an EUA to one of the following (an "Assignee") without STALWART's prior written consent, which STALWART may give, withhold or condition in its sole discretion: (a) a Protected Source, (b) another assignee in violation of the Exclusivity Protection or (c) another assignee using STALWART's Proprietary Information as to the Monetization Process, then at the closing of each such transaction, Broker will pay STALWART "Liquidated Damages" equal to 2% of the discounted Assignment price of the EUA that is payable to Company by the Assignee. The Liquidated Damages will be payable whether the Assignment to the Assignee is either: (i) made directly or indirectly; or (ii) is consummated in one or a series of transactions. Broker and STALWART acknowledge that actual damages sustained by STALWART due to Broker's facilitating an Assignment of the EUA through a party other than STALWART are difficult or impossible to ascertain and that the Liquidated Damages are a reasonable estimate of such damages. Further, the parties acknowledge that a Disclosing Party's remedy at law for any breach by Recipient of section 3 (other than a breach described in clause (c) above, as to which Liquidated Damages shall be payable) will be inadequate and that the Disclosing Party shall be entitled to seek injunctive relief for a breach or threatened breach of such provisions.
10. Miscellaneous. The following provisions are also an integral part of this Agreement: This Agreement shall bind and benefit the Parties' respective successors. Captions are for reference only and are not a part hereof. This Agreement may be signed in counterparts. A faxed or scanned and electronically transmitted facsimile of a signature-bearing page will be conclusive evidence of execution and delivery. The Agreement's provisions are severable. No waiver will be construed as a continuing waiver or consent to a later breach. Rights and remedies are cumulative. This Agreement is the Parties' full and final agreement and may not be modified except in writing signed by all Parties. Time is of the essence of all provisions. "Including" means "including without limitation." This Agreement will be interpreted according to substantive Utah law. The District Court of Salt Lake County, Utah, will have exclusive jurisdiction and venue of any dispute or enforcement proceeding concerning this Agreement. The non-breaching Party in any enforcement proceeding will be entitled to an award of all expenses, including reasonable attorney fees, incurred in obtaining redress. Each Party has been afforded the opportunity to review this Agreement with its own counsel. Any exhibit attached hereto is incorporated herein by reference. Upon reasonable request, the Parties will take such further actions as are reasonably necessary to fulfill the intent of this Agreement. No third-party beneficiary rights are intended. Each individual signing this Agreement in a representative capacity warrants his/her authority to bind the Party. **THE PARTIES UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY MATTER RELATING TO THIS AGREEMENT.** Neither Party will use the name, service marks or trademarks of the other Party or any of its affiliates, or reveal the existence of this Agreement, or its terms or conditions, in any advertising, publicity release or sales presentation, without the written consent of the other Party. Each of the parties comprising Broker shall be jointly and severally liable for the performance of Broker's obligations hereunder.
11. Term. The term of this Agreement shall be (and the duties to the Parties hereto to maintain the confidentiality of the Proprietary Information shall continue until) two years from the date hereof, provided that no provision hereof shall prevent a Party from exercising its remedies in the connection with a claim of breach hereof that arose from facts occurring prior to the expiration of said term. This Agreement replaces a prior agreement under the same name dated _____.

STALWART CONTRACT FINANCE, LLC

By: 
 Loni L. Lowder
 Manager
 Address:
 111 East Broadway STE 170
 Salt Lake City, UT 84118

By: _____

Title: _____

Address:
 [Address Line 1] [Address Line 2]
 [City], [State] [Zip]

 [IntContact001Name], individually