



COMMERCIAL LOAN PACKAGE CHECKLIST

GENERAL DOCUMENTS:

- Signed Commercial Loan Application (attached)
- Business Description (attached) or Business Plan
- Personal Financial Statement for each guarantor, complete and signed (attached)
- Applicant Employment History (attached)
- Business Debt Schedule (attached)
- Last 3 years business tax returns, including K-1 Schedules
- Last 3 years personal tax returns with all schedules for each guarantor
- Interim year to date profit and loss / balance sheet
- Last 2 months of business bank statements
- Primary form of ID for all borrowers
4506-T, Business & Personal (attached)
Non-disclosure, Confidentiality Agreement (attached)

ADDITIONAL DOCUMENTS:

Real Estate Loans

- Purchase Agreement
- Construction Contract or Bid for improvements
- Most recent property tax notice if available

Business Loans

12 month bankstatements (all pages)
Net 30,60,90 invoices (if applicable)
Guaranteed Contracts (if applicable)
Copy Business License
Copy EIN Letter
Sales & Use Tax,
Trade License, Industry License
A/R Report (Accounts Receivable Report)
WIP Report (Work In Progress Report)

Term Loans Requested/Purchase/Refinance

- Details of purchase or property to be refinanced, fix/flips, etc. if applicable.
- Details of requested type of loan, idea rate/term.
- Letter or Executive Summary detailing your project and request for funds, exit strategy and need for secondary loan

What you can expect:

A commercial loan consultant will contact you within one business day after we receive your application to discuss your request. The Profectus Society, LLC, will attempt to make the decision on the forms you supplied; however, it is possible that additional information may be required. Incomplete or unsigned applications may delay your request.



Commercial Loan Application

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. What this means for you: When you apply for a commercial loan, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. This application and all submitted documents are assignable. Broker retains the right to assign the application and all documents to a chosen lender for underwriting & funding.

Credit Requested

Total Funds Needed:		Term of Credit:	Loan Type:
Less Funds provided by you			
Less Funds provided by others		Loan Purpose:	
Total Loan Needed:			

Business Information

Business Name:		DBA Name (if applicable):	
Address:		City:	State: Zip Code:
Phone:		Dunns#:	Website/Email:
EIN:	Date Established:	Owner Since:	# Employees: # Locations:
Type of Business:	<input type="radio"/> Service <input type="radio"/> Wholesale <input type="radio"/> Distribution <input type="radio"/> Other _____ <input type="radio"/> Retail <input type="radio"/> Manufacturing <input type="radio"/> Real Estate		
Business Structure:	<input type="checkbox"/> Individual <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> C-Corp <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Unincorporated Organization <input type="checkbox"/> S-Corp <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____		

Owner/Guarantor Information

Name:		SSN:	Title:	DOB:
Address:		City:	State:	Zip Code:
Currently Rent or Own:	From:	To:	% Ownership of Business:	Bank Account #
Phone:	Email:		Marital Status: _____ Married _____ Single _____ Separated	
Name:		SSN:	Title:	DOB:
Address:		City:	State:	Zip Code:
Currently Rent or Own:	From:	To:	% Ownership of Business:	Bank Account #
Phone:	Email:		Marital Status: _____ Married _____ Single _____ Separated	
Name:		SSN:	Title:	DOB:
Address:		City:	State:	Zip Code:
Currently Rent or Own:	From:	To:	% Ownership of Business:	Bank Account #
Phone:	Email:		Marital Status: _____ Married _____ Single _____ Separated	

Login & Password For Personal Credit Monitoring: _____

Collateral Offered By Applicant

Description	Value	Total Liens	Ownership Status for Applicant	Creditor Name
			<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	
			<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	
			<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	
			<input type="checkbox"/> Purchase Money <input type="checkbox"/> Presently Owned	

Professional Services

Accounting Firm:	Contact Name:	Phone # or Email:
Insurance Agency:	Contact Name:	Phone # or Email:

Miscellaneous Information

HAS THE BUSINESS CHANGED NAMES IN THE LAST 5 YEARS?	[] YES	[] NO
HAS THE BUSINESS RELOCATED FROM ONE COUNTY TO ANOTHER IN THE PAST 5 YEARS?	[] YES	[] NO
IS THE BUSINESS FOR SALE OR UNDER AGREEMENT THAT WOULD CHANGE THE OWNERSHIP OF THE BUSINESS?	[] YES	[] NO
DO YOU HAVE AN UP TO DATE BUSINESS PLAN? (IF SO PLEASE PROVIDE A COPY WITH YOUR APPLICATION)	[] YES	[] NO
HAS THE BUSINESS OR ANY PRINCIPAL/OWNER EVER DECLARED BANKRUPTCY?	[] YES	[] NO
IS THE BUSINESS OR ANY PRINCIPAL/OWNER A PARTY TO ANY LIEN OR LAWSUIT?	[] YES	[] NO
ARE YOU A MARIJUANA RELATED BUSINESS?	YES	NO
ARE THERE ANY DELINQUENT STATE OR FEDERAL TAXES OWED BY THE BUSINESS?	[] YES	[] NO

By signing below you certify that to the best of your knowledge and belief all information contained on this application and in the accompanying statements and documents is true and correct. You agree to notify The Profectus Society LLC, immediately of any material changes in this application. You also acknowledge that the credit you are applying for is for a business purpose. You authorize The Profectus Society, LLC, or its assigns to make inquiries to the Internal Revenue Service, and to provide information concerning Applicant's credit relationship to business credit reporting and credit bureau agencies and associations and other creditors. This application remains the sole property of The Profectus Society, LLC, whether or not the loan is granted. Applicant(s) signing the application is/are indeed authorized to act on behalf of the borrower. Borrower, co-applicant(s), and guarantor(s), as appropriate grants to The Profectus Society, LLC, the authority to use reasonable means to verify application information by requesting credit bureau reports, accessing information about borrower, co-applicant(s), and guarantor(s), as appropriate from other third party information providers, and other means if applicable. Borrower further grants to The Profectus Society, LLC, the right to share this information with third parties as reasonable in the course of doing commercial lending including sharing this information with a third party for purposes of underwriting the loan. This application is assignable to lender that The Profectus Society, LLC, chooses for funding.

Applicant Signature	Title:	Date:
Applicant Signature	Title:	Date:
Applicant Signature	Title:	Date:
Applicant Signature	Title:	Date:

For Lender's Use Only

Officer No./Name	Approved By	Committee Date	Application Date
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Decision Comments: Approved Denied Countered Conditional Approval

Notes:

Business Description

(Use separate attachments to answer questions if necessary or substitute with a business plan)

Nature of Business:

Type of Products/ Services:

Customer Profile:

Competitors --- How do you differentiate your company/ product from those of your competitors?

Major Past Accomplishments:

Future Plans for Growth/ Expansion:

How will this loan benefit your company?



Personal Financial Statement

As of _____, _____

The following is submitted for the purpose of procuring, establishing and maintaining credit with you in behalf of the undersigned or persons, forms, or corporations in whose behalf the undersigned may either severally or jointly with others execute a guaranty in your favor. The undersigned warrants that this financial statement is true and correct until a written notice of changes is given by the undersigned.

Name: _____ Phone: _____

Business Name: _____ Business Phone: _____

Address: _____

City, State, & ZIP: _____

Assets		Liabilities	
	(Omit Cents)		(Omit Cents)
Cash On Hand	\$	Loans Payable to Banks & Others (Describe in Sec. 2)	\$
Cash On Hand at other institutions	\$	Loans Payable to Banks Unsecured (Describe in Sec. 2)	\$
IRA or Other Retirement Accounts	\$	Auto Loans & Leases	\$
Accounts & Notes Receivable	\$	Loan on Life Insurance	\$
Stocks and Bonds (Describe in Sec. 3)	\$	Mortgages on Real Estate (Describe in Section 4)	\$
Real Estate (Describe in Sec. 4)	\$	Credit Cards	\$
Automobile (Present Value)	\$	Unpaid Income Tax (Describe in Sec. 7)	\$
Book Value of Business Ventures (Describe in Sec. 6)	\$	Other Liabilities (Describe in Sec. 8)	\$
Personal/Other Assets (Describe in Sec. 5)	\$	Total Liabilities	\$
Life Insurance - cash surrender value only (Describe in Sec. 9)	\$		
Total Assets	\$	Net Worth	\$

Section 1. Source of Income		Contingent Liabilities	
Salary.....	\$	As Endorser or Co-Signer	\$
Net Investment Income	\$	Legal Claims & Judgements.....	\$
Real Estate Income	\$	Provision for Federal Income Tax	\$
Other Income (Describe Below)	\$	Other Special Debt	\$

Description of Other Income in Section 1 (ex. Child Support, Alimony, or any additional income)

Section 2. Loans Payable to Banks and Others (Use Attachments if necessary. Each attachment must be signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment	Type of Collateral

Section 3. Stocks and Bonds (Use attachments if necessary. Each attachment must be signed.)

Number of Shares	Name of Securities	Cost	Market Value	Total Value

Section 4. List each parcel separately. Use attachment if necessary. Each attachment must be signed.

Real Estate Owned	Property A	Property B	Property C
Type of Property <small>(Residential, Commercial, or VL)</small>			
Property Address			
Date Purchased			
Original Cost			
Present Market Value			
Mortgage Holder			
Mortgage Balance			
Mortgage Payment			

Section 5. Other Personal Property and Other Assets (Describe, and if any is pledged as security, state name of lien holder, amount of lien, and payment amount.)
(Household Items, ATV's, Boats, Valuables/Collections, etc.)

Section 6. Business Ventures (Include business name, % of ownership, your title, line of business, and years in business.)

Section 7. Unpaid Taxes (Describe in detail, as to type, to whom payable, when due, and amount.)

Section 8. Other Liabilities (Describe in detail.)

Section 9. Life Insurance Held (Give face amount and cash value of policies - name of insurance company and beneficiaries.)

Personal & Miscellaneous Information

Do you have a will? _____ Are you a defendant in any suite or legal action? _____

Have you ever declared bankruptcy? (If yes, please provide year bankruptcy filed.) _____

By signing this form, I certify that all information on this form and any additional supporting information is true and complete to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____



Applicant Employment History

Applicant 1			
Name:		Current Employer:	
Income:	Position:	Hire Date:	
Street Address:			
City:	State:	ZIP:	
Previous Employer:		Income:	
Position:	Dates of Employment: From:		To:
Street Address:			
City:	State:	ZIP:	

Applicant 2			
Name:		Current Employer:	
Income:	Position:	Hire Date:	
Street Address:			
City:	State:	ZIP:	
Previous Employer:		Income:	
Position:	Dates of Employment: From:		To:
Street Address:			
City:	State:	ZIP:	

Applicant 3

Name:		Current Employer:	
Income:	Position:	Hire Date:	
Street Address:			
City:	State:	ZIP:	
Previous Employer:		Income:	
Position:	Dates of Employment: From:		To:
Street Address:			
City:	State:	ZIP:	

Applicant 4

Name:		Current Employer:	
Income:	Position:	Hire Date:	
Street Address:			
City:	State:	ZIP:	
Previous Employer:		Income:	
Position:	Dates of Employment: From:		To:
Street Address:			
City:	State:	ZIP:	

Request for Transcript of Tax Return

- ▶ Do not sign this form unless all applicable lines have been completed.
- ▶ Request may be rejected if the form is incomplete or illegible.
- ▶ For more information about Form 4506-T, visit www.irs.gov/form4506t.

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use [Get Transcript](#) to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 Customer file number (if applicable) (see instructions)	

Note: Effective July 2019, the IRS will mail tax transcript requests only to your address of record. See **What's New** under **Future Developments** on Page 2 for additional information.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

_____ / _____ / _____ | _____ / _____ / _____ | _____ / _____ / _____ | _____ / _____ / _____

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.

Phone number of taxpayer on line 1a or 2a

Sign Here

▶ _____
Signature (see instructions) Date

▶ _____
Title (if line 1a above is a corporation, partnership, estate, or trust)

▶ _____
Spouse's signature Date

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

The filing location for the Form 4506-T has changed. **Please see Chart for individual transcripts or Chart for all other transcripts** for the correct mailing location.

What's New. As part of its ongoing efforts to protect taxpayer data, the Internal Revenue Service announced that in July 2019, it will stop all third-party mailings of requested transcripts. After this date masked Tax Transcripts will only be mailed to the taxpayer's address of record.

If a third-party is unable to accept a Tax Transcript mailed to the taxpayer, they may either contract with an existing IVES participant or become an IVES participant themselves. For additional information about the IVES program, go to www.irs.gov and search IVES.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Customer File Number. The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, are shown on the transcript.

An optional Customer File Number field is available to use when requesting a transcript. This number will print on the transcript. See Line 5 instructions for specific requirements. The customer file number is an optional field and not required.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart shows two different addresses, send your request to the address based on the address of your most recent return.

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 5. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

Note. If you use an SSN, name or combination of both, we will not input the information and the customer file number will reflect a generic entry of "999999999" on the transcript.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Florida, Louisiana, Mississippi, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301 855-587-9604
Alabama, Arkansas, Delaware, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Oklahoma, South Carolina, Tennessee, Vermont, Virginia, Wisconsin	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094
Alaska, Arizona, California, Colorado, Connecticut, District of Columbia, Hawaii, Idaho, Kansas, Maryland, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Utah, Washington, West Virginia, Wyoming	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") made this

_____ day of _____, _____ (the "Effective Date") by and between

_____ a _____ corporation, and

_____ a _____ corporation,

(collectively, the "Parties" and each individually a "Party").

The Parties are exploring the possibility of engaging in one or more mutually beneficial business relationships (collectively, the "Business Relationship"). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

2. Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

3. All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of two (2) years from the Effective Date.

4. As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

5. Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

6. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

7. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

8. This Agreement is to be governed by and construed in accordance with the laws of the state of _____. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

9. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____