

INSPIRED Project FUNDING

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NON-DISCLOSURE & NON-CIRCUMVENTION RECIPRICAL AGREEMENT

BETWEEN:

INSPIRED Project Funding, LLC, the Discloser, ("IPF")

AND:

_____, the ("CLIENT")

RECITAL:

INSPIRED Project Funding, LLC, the ("IPF") is willing to disclose to you, the CLIENT, confidential information involving one or more of its clients who need financing so that you as our CLIENT can evaluate a possible **FUNDING OPPORTUNITY, FUEL DEAL** or about a certain **COMMODITY** deal's buyer or seller, but only on the conditions stated in this reciprocal agreement. To induce IPF to provide introductions and information, the CLIENT, intending to be legally bound, agrees that:

1. CLIENT will keep confidential any information about the Transaction or about IPF's existing clients or proposed business, products, relationships or services ("Confidential Information"). Confidential Information may be written, oral, observed during office tours, embodied in software, or in other forms and may or may not constitute the basis of a patentable invention. Examples of Confidential Information are (a) the identity of a source of financing, (b) information related to the financial source's model, approach to lending, and business plans or advise, (c) method of accessing capital to lend or invest, (d) pricing and loan structure information, (d) marketing, customer, and supplier information, (e) the fact that a person or entity disclosed by IPF is considering or negotiating the Transaction, and (f) the terms and status of any proposed agreement with a IPF disclosed financing source. That during the course of business discussions there may be disclosed to IPF certain trade secrets of the CLIENT; said trade secrets consisting but not necessarily limited to:

(a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

(b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2. The Client will protect Confidential Information from disclosure by using reasonable care and at least the same care IPF uses to protect its own confidential information. CLIENT will notify IPF immediately of any disclosure of Confidential Information not permitted by this agreement, and will cooperate fully with IPF to recover it and limit its dissemination.

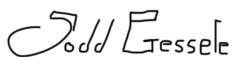
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3. CLIENT may disclose Confidential Information to its directors, shareholders, employees, and advisors, who need to know Confidential Information to evaluate the Transaction and are obligated to comply with the restrictions imposed on CLIENT by this agreement ("Reviewing Personnel"). A breach of this agreement by any Reviewing Personnel will be deemed a breach by CLIENT.
4. CLIENT will not use or allow Reviewing Personnel to use Confidential Information, except to evaluate and negotiate possible transactions. CLIENT will cease all use of Confidential Information at IPF's request.
5. CLIENT will promptly advise IPF of any decision not to proceed with the Transaction. Upon making such a decision, and at any other time at IPF's request, CLIENT will return all materials furnished by IPF that contain Confidential Information and will destroy or deliver to IPF any other materials containing Confidential Information, including materials prepared by CLIENT, except that CLIENT may retain in its confidential files one copy of written Confidential Information for record purposes only. Upon request, CLIENT will state in writing under oath whether it has complied with this section.
6. This agreement will remain in effect as long as CLIENT or any Reviewing Personnel know or possess Confidential Information, but will not apply to Confidential Information that: (a) is or becomes publicly available through no fault of CLIENT or Reviewing Personnel; or (b) is or has been received in good faith by CLIENT without restriction on use or disclosure from a third party having no obligation of confidentiality to IPF; or (c) is or has been independently developed by CLIENT without reference to Confidential Information received from IPF, as evidenced by CLIENT's written records.
7. The fact that portions of Confidential Information may be publicly available or otherwise not subject to this agreement will not affect CLIENT's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by IPF.
8. If CLIENT is required by judicial or administrative process to disclose Confidential Information, CLIENT will promptly notify IPF and allow IPF a reasonable time to oppose such process. If disclosure is nonetheless required, CLIENT will use its best efforts to limit the dissemination of Confidential Information that is disclosed.
9. IPF makes no warranty regarding the completeness or accuracy of any Confidential Information or of CLIENT's CLAIMS.
10. This agreement does not require that either party enter into the Transaction or any other business relationship, does not create any agency or partnership between the parties, and does not require that IPF disclose specific Confidential Information.
11. CLIENT hereby irrevocably agrees not to, directly or indirectly or through a third party, compete with, circumvent, attempt to circumvent, solicit, negotiate, avoid, bypass, enter into a relationship with, obviate or in any manner interfere with the relationships of IPF in this matter, and to not deprive IPF of any benefit or opportunity, actual, contingent or conditional right or privilege, or deprive IPF of any benefit from or interest in any existing or potential relationship, contract, or ownership without the written consent of IPF.
12. CLIENT acknowledges that its breach of this agreement would cause irreparable harm to IPF's business and that any remedy at law would be inadequate. In the event of a default under this agreement, IPF will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages. In any litigation concerning this agreement, the prevailing party will be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal or petition for review.
13. This agreement is governed by Oregon law, without regard to conflicts of law principles. CLIENT submits to the jurisdiction of state and federal courts in Oregon in any dispute concerning this agreement, and waives any claim that another forum may be more appropriate or convenient.

14. CLIENT gives IPF the right to use its publicly available online marketing graphics and logos to market their need for funding online and to list/advertise their ask online to attract investors. IPF may indicate if a CLIENT'S project(s) status as awaiting funding or record that it has been funded.
15. Delivery of a signed copy of this agreement by fax, PDF or digital scan or photo will have the same effect as delivery of the signed original. All additions or modifications to this agreement must be in writing and executed by both parties.
16. This agreement shall be equally reciprocal for the benefit of the CLIENT, IPF agrees it shall not circumvent or try to independently purchase any property address suggested, or disclosed or shared in written proposal by the CLIENT with IPF. All potential investors of IPF shall sign a similar non-disclosure & non-circumvent agreement, thus protecting the interests of the CLIENT, before receiving specific information about any location or potential specific deal. The CLIENT must sign off on any such disclosure agreement with IPF.
17. IPF agrees that it shall not use for itself or others, or disclose or divulge, any trade secrets, confidential information, or any other proprietary data of the CLIENT in violation of this agreement for a term of 3 years.
18. That upon the termination of discussions, or :
 - (a) IPF and the CLIENT shall delete all documents and property, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the CLIENT's or IPF's business, or in any way obtained during this funding phase. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
 - (b) This agreement shall be binding upon the IPF and its representatives and successors in interest, and shall inure to the benefit of the CLIENT, its successors and assigns.

All above prohibited disclosures and information are to be regarded as mutual and reciprocal.

INTENDING TO BE LEGALLY BOUND, the parties hereto agree to the terms above.



 Todd Gessele, President of
 INSPIRED Project Funding, INC

 Date

 CLIENT Signature

 Date

 CLIENT Printed Name & Title

Broker(s) Signature

Date

CLIENT Printed Name & Title