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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made ___/____/20___ ("Effective Date") and is between (company) _____ . (hereafter "RECIPIENT"), of address _____ , email _____ and phone(s) _____ , and Prosper Systems LLC (hereafter "COMPANY") of 4860 Chambers Rd, #48, Denver, CO 80239 USA, email Kenton@ProsperSystems.biz and phone 302-536-8665, collectively know as the "PARTIES."

COMPANY is engaged in businesses to finance, develop, build, market, own and operate systems and facilities. RECIPIENT is interested in these companies or processes. COMPANY is supplying this information to RECIPIENT for the purpose of evaluating a possible System(s) Purchase, Project Joint Venture, Project Equity Investment or other Business or Financial transaction with COMPANY or the Project. RECIPIENT has represented that it will protect the confidential material and information which may be disclosed between COMPANY and RECIPIENT. Therefore, the PARTIES agree as follows:

CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material that is proprietary to COMPANY, whether or not owned or developed by COMPANY, which is not generally known other than by COMPANY and it and its Project owners, employees, vendors and consultants and that may be obtained through any direct or indirect contact with COMPANY, it or its Project employees vendors or consultants.

1. Confidential Information includes without limitation
   - Technical information, Drawings, Schematics & Diagrams
   - Business records, associations and plans
   - Financial statements and projections
   - Customer lists, names, relationships, projects and records
   - Product / project design, partners, representatives & finance information
   - Product / project pricing information
   - Product / project costs information
   - and other proprietary information.

2. Confidential Information does not include:
   - Matters of public knowledge that result from disclosure by COMPANY
   - Information rightfully received by RECIPIENT from a third party without a duty of Confidentiality
   - Information independently developed by RECIPIENT not subject to Confidentiality
   - Information disclosed by operation of law
   - Information disclosed by RECIPIENT after receiving written consent of COMPANY
   - And any other information that both PARTIES agree in writing is not Confidential.

PROTECTION OF CONFIDENTIAL INFORMATION. RECIPIENT understands and acknowledges that the Confidential Information has been developed or obtained by COMPANY by the investment of significant time, effort and expense, and that the Confidential Information disclosed to RECIPIENT is a valuable, special and unique asset of COMPANY. That this Confidential information provides COMPANY with a significant competitive advantage in many areas.

Therefore, RECIPIENT Agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of COMPANY for a period of 10 years from the date of both signatures below.

UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. If it appears that RECIPIENT has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, COMPANY shall be entitled to an injunction to restrain RECIPIENT from disclosing, in whole or in part, the Confidential Information of COMPANY. COMPANY shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of COMPANY, RECIPIENT shall return to COMPANY any and all written materials containing the Confidential Information.

GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the PARTIES regarding confidentiality. Any amendments must be in writing and signed by both PARTIES. This Agreement shall be construed under the laws of the State of Colorado. This Agreement shall not be assignable by either PARTY, and neither PARTY may delegate its duties under this Agreement, without the prior written consent of the other PARTY.

AGREED by All PARTIES on Effective Date:

FOR RECIPIENT

By:_____ Date: _____

Name: _____

Its: _____

FOR COMPANY

By:_____ Date: __Effective Date_

Name: Kenton H Johnson
Its: Founding Member