MUTUAL NON-DISCLOSURE AGREEMENT

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This AGREEMENT (hereinafter the "Agreement") is entered into as of "Effective Date" below, by and between the signers below, individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, in connection with discussions and negotiations between the Parties regarding the one or more proposed transactions or business relations between the Parties (hereinafter the "Subject Matter"), each Party in possession of certain information (hereinafter the "Disclosing Party") may wish to disclose certain of its confidential or proprietary information to the other Party (hereinafter the "Receiving Party") on a confidential basis.

THEREFORE, in consideration of the mutual covenants of this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Disclosing Party may disclose, either orally or in writing, certain information which Receiving Party knows or has reason to know is considered confidential by Disclosing Party (Confidential Information). For purposes of this Agreement, Confidential Information shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Disclosing Party or its subsidiaries or affiliates. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing:

Customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans, sketches, specifications, algorithms, schematics, drawings, models, partnership and vendor information, and any other information or procedures that are treated as or designated secret or confidential by Disclosing Party or its customers or potential customers.

For purposes of this Agreement, the term Representative shall include, but not be limited to, Receiving Party's directors, officers, employees, agents, and financial, legal, and other advisors.

2. Confidentiality. Receiving Party agrees to maintain in confidence Confidential Information. Receiving Party shall not disclose any of the Confidential Information in any manner whatsoever, except as provided herein, and shall hold and maintain all Confidential Information in strict confidence, and any access to Confidential Information by Receiving Party's employees, agents, consultants or advisors shall be on a strict "need to know" basis with a documented log of each person's access to the Confidential Information. Not restricting access to Confidential Information, and not keeping strict track of those with whom access to Confidential Information is granted shall be a material breach of this Agreement. Receiving Party shall limit access to Confidential Information to those of its employees who have a need to know and inform its employees who have access to Proprietary Information of its obligations under this Agreement. Receiving Party shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Confidential Information and shall promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use thereof. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives and shall, at its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain its Representatives from prohibited disclosure or use of the Confidential Information. Nothing in this Agreement shall be construed as granting any rights to Receiving Party by license or otherwise, to any of Disclosing Party's Confidential Information. Receiving Party may not remove or export any Confidential Information from the United States nor may Receiving Party copy, alter, modify, disassemble or reverse engineer any Confidential Information entrusted to Receiving Party. For purposes of this Agreement, Receiving Party, in consideration for receipt of Confidential Information shall not solicit any customers of Disclosing Party without first notifying Disclosing Party in writing.

3. Exclusions. Confidential Information does not include information that Receiving Party can demonstrate: (a) by competent evidence was in Receiving Party's possession prior to its being furnished to Receiving Party under the terms of this Agreement, provided the source of that information was not known by Receiving Party to be bound by a confidentiality agreement with Disclosing Party; (b) at the time of disclosure was part of the public domain, or thereafter became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; (c) is rightfully obtained by Receiving Party from a third party, without breach of any obligation to Disclosing Party; (d) is independently developed by Receiving Party without use of or reference to the Confidential Information; (e) is approved for release by the prior written approval of the Disclosing Party; (f) is disclosed by the Disclosing Party to a third party without a similar restriction on the rights of such third party; or (g) the Confidential Information is required to be disclosed by a government agency , or by a proper court of competent jurisdiction; provided, however, that the Receiving Party will use its best efforts to minimize the disclosure of such information, provide Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure, and consult with and assist Disclosing Part in obtaining a protective order prior to such disclosure.

4. Permitted Disclosures. Receiving Party may only disclose Disclosing Party's Confidential Information to its Representatives who have a bona fide need to know such Confidential Information, in order to evaluate or carry out the proposed transaction with Disclosing Party, and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and who are also bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. Confidentiality of Negotiations. Unless agreed to in writin by Disclosing Party, Receiving Party and/or its Representatives shall not make any statement, public announcement, release to any trade publication or the press, or inform any third party of the discussions or negotiations in connection with the possible negotiated transaction or the exchange of Confidential Information related to the proposed transaction (Public Disclosure). Receiving Party may make such a disclosure only if: (a) it has received the written opinion of counsel that such disclosure must be made in order to avoid a violation of law and a copy of such opinion has been provided to Disclosing Party; and (b) a copy of the Public Disclosure has been provided to and approved by Disclosing Party.

6. Return of Documents. If the Parties do not proceed with the possible negotiated transaction, or at any time within 30 days of a written request to the Disclosing Party, for any reason, the Receiving Party shall cease use of Confidential Information received from the Disclosing Party, and shall return to Disclosing Party, or destroy, any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information. The returning of materials shall not relieve Receiving Party from compliance with other terms and conditions of this Agreement. Destruction or removal from A Party's computer system shall be considered complete only if a report of such deletion or destruction is available for the Disclosing Party to examine and keep in its files. Without a reporting capability or without a receipt of returned materials available for review by the Disclosing Party, the return covenant of this Agreement shall not have been met.

7. No Additional Agreements. Neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of either Party to enter into any other agreement with the other Party or prohibit Disclosing Party from providing the same or similar Confidential Information to other parties and entering into agreements with other parties. Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by Receiving Party and/or its Representatives with regard to a transaction between Receiving Party and Disclosing Party and to terminate discussions and negotiations with Receiving Party at any time. Additional agreements of the Parties, if any, shall be in writing signed by the Parties.

8. Irreparable Harm. Receiving Party understands and acknowledges that any disclosure or misappropriation of any Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and shall be in addition to any other remedies otherwise available to Disclosing Party at law or in equity.

9. Term, Termination and Survival. Unless otherwise agreed by the Parties in writing, this Agreement shall become effective, upon execution by both Parties hereto, as of the Effective Date and shall apply only to Confidential Information disclosed by the Disclosing Party during the period of one (1) year following the final conversation or transaction between the Parties or the execution of a definitive agreement between the Parties concerning the proposed transaction, whichever event shall occur first. Notwithstanding the above, however, the provisions concerning nondisclosure of Confidential Information received under this Agreement shall survive the expiration of the term of this Agreement. The Receiving Party shall not disclose to any third party any Proprietary Information received pursuant to this Agreement, in whole or in part, for a period expiring three (3) years after receipt thereof from the Disclosing Party, which may survive the expiration of this Agreement.

10. Successors and Assigns. This Agreement and each Party's obligations hereunder shall be binding on the representatives, assigns, and successors of such Party and shall inure to the benefit of the assigns and successors of such Party; provided, however, that the rights and obligations of Receiving Party hereunder are not assignable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to the conflict of law provisions thereof. The Parties hereby agree that any litigation that may arise pursuant to this Agreement shall be conducted in the court of competent jurisdiction in the jurisdiction of the defendant.

12. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party in such action shall be entitled to reimbursement for reasonable attorney's fees and costs.

13. Entire Agreement. This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter hereof. This Agreement is not, however, to limit any rights that Disclosing Party may have under trade secret, copyright, patent or other laws that may be available to Disclosing Party. This Agreement may not be amended or modified except in a writing signed by each of the Parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof. Nothing contained in this Agreement shall be construed (i) as requiring the Disclosing Party to disclose, or the Receiving Party to accept, any particular information or (ii) as granting to a Party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property right now or hereafter owned, obtained, or licensable by the other Party. All information and all tangible forms of information including, but not limited to, documents, drawings, specifications, prototypes, samples, and the like received hereunder by the Receiving Party shall remain the property of the Disclosing Party. The Disclosing Party warrants that it has the right to transmit or otherwise disclose to the Receiving Party information disclosed to the Receiving Party hereunder. The Disclosing Party makes no other warranties, express or implied, with respect to information delivered hereunder.

14. No Waiver. No term or provision hereof shall be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision, and the remainder of this Agreement will remain in full force.

15. Counterparts. This Agreement may be signed in counterparts, and all counterparts so executed by all Parties hereto and affixed to this Agreement shall constitute a valid and binding agreement, even though all of the Parties have not signed the same counterpart. A photocopy or facsimile of this signature page may be used for all purposes in place of the original. Each person below represents, warrants, and covenants to the other that he has full right and authority, including any requisite corporate approval, to enter into and perform the obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Dates indicated below.

Date:	Date:
Signature Name: Kenton H Johnson Title: Founding Member Company: Prosper Systems, LLC Address: 4860 Chambers Rd, #48 City, State/Province, Postal Code, Country: Denver, CO 80239 USA Phone Number: +1-302-536-8665 Email Address: Kenton@ProsperSystems.biz Webpage: BRIEF.ProsperSystems.biz	Signature Name: Title: Company: Address: City, State/Province, Postal Code, Country: Phone Number: Email Address: Website:
Date:	Date:
Signature Name: Title: Company: Address: City, State/Province, Postal Code, Country: Phone Number: Email Address: Website:	Signature Name: Title: Company: Address: City, State/Province, Postal Code, Country: Phone Number: Email Address: Website:

Sign this PDF version, then eMail to Collaboration@ProsperSystems.biz.