

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT is made and entered into this _____ day of _____, 2007 by and between _____, a _____ company (“_____”), and Crown Asset Management, LLC, a Georgia limited liability company (“Crown”).

Recitals

- A. _____ is in the business of purchasing and selling receivables of consumer debtors.
- B. Crown owns purchases and sells Receivables and the parties would like to consider the possibility of conducting business with each other.
- C. Before beginning discussions regarding this transaction, each party requires that the other enter into a nondisclosure agreement with respect to confidential information which it will disclose to the other party.

Agreement

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement and mutual benefits to be derived from this Agreement, the parties agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” includes, without limitation, the following types of information and other information of a similar sensitive or confidential nature (whether or not reduced to writing) with respect to a party’s business: business plans, financial information, marketing techniques and materials, marketing and development plans, pricing policies and models, software source code, research, development, confidential customer and consumer information, processes and procedures. “Confidential Information” does not include any information (a) which is generally known to the public through no fault of the other party to this Agreement, (b) which is generally known or possessed by the other party prior to its receipt of any Confidential Information hereunder, (c) which is disclosed to it in good faith by a third party who has an independent right to such Confidential Information and is under no duty not to disclose any such information, (d) which is approved in writing for release by the other party, or (e) which is required to be disclosed by law.

2. Disclosure of Confidential Information. Subject to the terms and conditions of this Agreement, the parties intend to disclose Confidential Information to each other. The parties acknowledge that disclosure of Confidential Information is for the purposes set forth in the recitals above, and for no other purpose. Neither party makes any representations or warranties, express or implied, concerning the Confidential Information to be disclosed, including without limitation, the accuracy or completeness of any of the Confidential Information.

3. Acknowledgment of Ownership. Each party acknowledges that the Confidential Information to be disclosed to it by the other party is the sole and exclusive property of the disclosing party.

4. Nondisclosure of Confidential Information. Each party agrees, for a period of three (3) years from the date of this Agreement, to maintain in strict confidence and not disclose any Confidential Information to any third party which is not under a duty not to disclose or improperly use such Confidential Information, including without limitation such party's advisors, accountants and attorneys. Each party warrants that any of its employees and agents to whom Confidential Information is disclosed has executed a confidentiality agreement with provisions no less stringent than those contained herein and that any disclosure of Confidential Information will be made only to those employees with a need to know. In the event that the parties do not reach an agreement as outlined in the recitals, each of the parties will promptly return all Confidential Information to the other and will retain no copies.

5. Parties Not to Use Confidential Information. Neither party will use any Confidential Information of the other in any way except for the purpose set forth above.

6. Responsibility for Disclosure. Either party shall, without limitation, be subject to an injunction and be liable for any damages suffered by the other as a result of any unauthorized disclosure of any Confidential Information by such party. Each party agrees that if it shall violate any covenants under this Agreement, the other shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that the breaching party, directly or indirectly, has realized and/or may realize as a result of, growing out of, or in connection with, any such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights or remedies to which either party is or may be entitled to at law, in equity, or under this Agreement.

7. Agreement Not a License. This Agreement shall not be construed to grant either party any license or other rights except as expressly provided herein.

8. Attorneys' Fees. In the event legal action is brought to enforce the terms of this Agreement or to declare rights under this Agreement or to remedy its breach, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party.

9. Successors and Assigns. The rights granted under this Agreement may not be assigned by either party. Except as so limited, this Agreement is binding on and shall inure to the benefit of the parties, their successors, and assigns.

10. Notices. Any notices required or permitted hereunder shall be delivered by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth following the parties' signatures below.

11. Complete Agreement; Modification and Waiver. This Agreement represents the entire agreement among the parties with respect to the subject matter hereof. No amendment,

modification, termination or waiver of any term of this Agreement shall be effective unless it is in writing and is signed by all the parties hereto.

12. Survival. In the event the parties return all Confidential Information to each other pursuant to section 4, the obligations set forth herein shall survive for a period of three (3) years following such return.

13. Saving Provision. The parties acknowledge that the covenants set forth herein are necessary and fair for the protection of each other's Confidential Information. In the event that a court should decline to enforce any covenants set forth herein, each party agrees to modification of the term hereof by the court to the extent necessary to make such covenant reasonable and otherwise enforceable. If any term, covenant, condition or provision of this Agreement is found to be invalid or unenforceable by any court, the remainder of the Agreement shall continue to be valid and enforceable.

14. Governing Law; Venue. The Agreement shall be governed by and construed in accordance with the laws for the State of Georgia. The obligations set forth herein are in addition to the obligations imposed by the Georgia Trade Secrets Act of 1990, O.C.G.A §10-1-760, et seq. The parties hereby agree that venue for any action arising out of the Agreement shall be properly laid in Gwinnett County, Georgia, or in Federal District Court for the Northern District of Georgia, Atlanta Division, and hereby consent to the exclusive jurisdiction of such courts and waive any defense based on forum non conveniens.

IN WITNESS WHEREOF, this Agreement is made and entered into on the date set forth above.

Crown Asset Management, LLC

Brian K. Williams
Chief Executive Officer
3355 Breckinridge Blvd Ste 132
Duluth GA 30096
770-817-6700 Ext 211

[name]
[position]
[add1]
[add2]
[phone]