

Non-Disclosure / Confidentiality Agreement

The undersigned parties are:

_____, located at

to be referred to hereafter as “UNDERSIGNED”), and MATTHEW C. PRICE, INC., a premium finance management and service company located at 21 E. Main Street, Suite 103, Oklahoma City, Oklahoma, 73104 (to be referred to hereafter as “MCPI”).

Each party will furnish to the other verbally, in writing, in electronic form and/or by copy of certain proprietary data ("Confidential Information") relating to its respective business affairs and operations. UNDERSIGNED and MCPI agree not to use Confidential Information for any other purpose other than:

- MCPI’s consideration of making a stock or asset purchase of UNDERSIGNED,
- MCPI providing UNDERSIGNED a private label service,
- MCPI providing consulting work for UNDERSIGNED,
- and/or MCPI providing UNDERSIGNED ongoing management operating services.

UNDERSIGNED and MCPI will not use the other’s information for any other purpose, nor will it communicate such to any other party, nor will it attempt to contact and/or solicit, directly or indirectly, any of either party’s customers or potential acquisition targets as a result of as a result of these communications, other than through the ordinary course of business.

This agreement (“Agreement”) will expire in 36 months from the date herein.

This Agreement will be governed by and construed in accordance with the laws of the State Oklahoma. Any disputes between the parties arising out of or relating to this Agreement shall be settled by arbitration. This agreement to arbitrate shall survive the termination of this Agreement. Nothing in this agreement to arbitrate, however, shall preclude either party or its assignee from obtaining injunctive relief from a court of competent jurisdiction prohibiting any ongoing breaches by the other. Any arbitration shall be in accordance with the Rules of the American Arbitration Association. Arbitration will be held in Oklahoma City, Oklahoma unless the parties mutually agree on another location. The decision of the arbitrator(s) will be enforceable in any court of competent jurisdiction. The arbitrator(s) may award costs and attorneys' fees in connection with the arbitration to the prevailing party.

Each party acknowledges that the information provided by the other is CONFIDENTIAL; therefore, both parties agree not to disclose it and not to disclose that any discussions or contracts with the other have occurred or are intended, or act upon (directly or indirectly) any information learned from the other party other than as provided for in the following paragraph.

It is acknowledged by both parties that information (“Information”) to be furnished is in all respects confidential in nature, especially to any customers or prospective customers in the premium finance marketplace of each party, other than information which is in the public domain through other means and that any disclosure or use of same by either party, except as provided in this agreement, may cause serious harm or damage to either party, and its Owners, Members, Managers, and Employees. Therefore, both parties agree that the other party will not use the information furnished for any purpose other than as stated above, and agrees that both will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers, regulatory bodies and employees of each party and to each party’s advisors or their representatives who need such information for the purpose of

evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the each respective party of the confidential nature of such information and shall be directed by that party to treat such information confidentially), (b) any disclosure of information may be made to which any party consents in writing, and (c) information required by law, or by a court or jurisdiction over such information, to be disclosed. At the close of negotiations and/or discussions, upon written request, each party will return to the other all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof, including Information contained in backup tapes or other media made pursuant to automated archival processes in the ordinary course of business.

Nothing herein shall be construed to require either party to conduct any negotiations or enter into any other agreement with the other party with respect to the purpose stated above or any other transaction involving either company.

This Agreement may be executed in one or more counter parts, and by facsimile or electronic signatures, each of which shall be an original document, and all of which together shall constitute one and the same instrument.

This agreement may subsequently be modified in writing by each party to enable the other party to enter into a transaction together. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes (i) all prior agreements and understandings between parties regarding the subject matter hereof and (ii) any statements in the Information concerning confidentiality and limitation on use.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement which will constitute our agreement with respect to the subject matter of this Agreement.

(FAX 888-413-8898 or E-MAIL to matt.price@premiumfinance.us)

Sincerely,

Matthew C. Price, Inc. (MCPI)

By: _____

Name: Matthew C. Price

Title: President

Accepted and agreed to this DATED on: _____

PRINT: Company or Individual Name (UNDERSIGNED):

SIGN: Company or Individual Authorized Representative's Signature (UNDERSIGNED):

By: _____