

Confidentiality Agreement

As Confidentiality of Borrower data is endemic to the Profile process, VRG would propose execution of this Agreement, which will, subject to review, apply globally to all Borrowers subject to the Profile process.

THIS CONFIDENTIALITY AGREEMENT ("this Agreement") is made effective as of October 1, 2005 by and between LENDER Bank (LENDER), and Value Resource Group, Inc. ("VRG").

RECITALS

WHEREAS, VRG has engaged to profile the value of a LENDER client's inventory (the "Profile");

WHEREAS, VRG, in its profile capacity on the behalf of its assignments for LENDER, in its Appraisal, Liquidation, and Profile (Services), will acquire certain confidential and proprietary information, including any trade secrets, pricing information, marketing materials, customer lists, product and service specifications, and financial data that derives economic value, actual or potential, from not being readily known to other persons who can obtain economic benefit from its use (the "Confidential Information");

WHEREAS, LENDER agrees to facilitate the Services and VRG agrees to facilitate its Services and agrees to protect any of LENDER's clients' confidential information;

WHEREAS, LENDER and VRG enter into this Agreement in order to set forth the terms and conditions under which any LENDER client shall furnish and disclose to VRG the Confidential Information solely in connection with conducting the Service.

NOW, THEREFORE, in order to induce an LENDER client to make the Confidential Information available to VRG, and in consideration of an LENDER client's agreement to disclose the Confidential Information to VRG, VRG hereby irrevocably agrees with LENDER as follows:

1. **Use of Information.** For the purposes of conducting the Service, it is desirable for VRG to have access to the Confidential Information.
2. **Disclosure of Information.** Without LENDER client's prior written approval, VRG will not at any time disclose any Confidential Information to any person, firm, or entity other than authorized representatives of the Receiving Party ("Authorized Representatives"). As used herein, the term "Authorized Representatives" shall include officers, directors, or employees of VRG and VRG's legal counsel, consultants, representatives, and independent accountants.
3. **Use of Information.** Without LENDER client's prior written approval, VRG will not at any time use any of the Confidential Information or permit the use of the Confidential Information for any reason or purpose other than for the Profile.
4. **Duration of Restriction.** Unless otherwise agreed to in writing by LENDER for a period of five (5) years from the Effective Date, VRG shall treat as confidential and shall not use, disclose, or otherwise make available any Confidential Information of a LENDER client to any person other than Authorized Representatives of VRG who have a need to know such Confidential Information.
5. **Standard of Care.** VRG shall instruct its Authorized Representatives and any employees, attorneys, consultants, and other affiliates of any of the Authorized Representatives who have access to the Confidential Information to keep the same confidence by using at least the same care and discretion that either LENDER or VRG uses with respect to its own confidential information and trade secrets. All copies, reproductions, disclosures, summaries, and distributions of Confidential Information shall contain and state the same confidential or proprietary notices or legends, if any, that appear on the original. The Receiving Party agrees

to reasonably segregate all tangible forms of Confidential Information from the confidential materials of others.

6. **Unauthorized Use or Disclosure.** The Receiving Party shall notify **VRG** immediately upon discovery of any material unauthorized use or disclosure of Confidential Information and shall reasonably cooperate with **VRG** to regain possession of the Confidential Information and prevent its further unauthorized use.
7. **Remedies.** This Agreement creates a relationship of trust and confidence between LENDER and **VRG** and will be construed and enforced accordingly. If **VRG** or any Authorized Representatives breach or threaten to breach any provision hereof, this Agreement may be enforced by LENDER in an action for damages or injunctive relief, or both, it being recognized and agreed by **VRG** that LENDER's remedies at law may be inadequate under the circumstances.
8. **Rebuttal of Implied License.** Nothing in this Agreement shall be deemed to constitute an implied license in favor of **VRG** Party of Confidential Information or of any other intellectual property or proprietary rights of LENDER.
9. **Exceptions.** The confidentiality provisions of this Agreement shall not apply to the following: (i) Confidential Information already known by **VRG** without an obligation of confidentiality; (ii) Confidential Information that is or becomes publicly known; (iii) Confidential Information rightfully received by **VRG** from a third party who is under no obligation of confidence to LENDER (iv) Confidential Information that LENDER has disclosed to other parties without similar obligations of confidentiality; (v) Confidential Information that **VRG** is required to disclose pursuant to an order of a governmental agency or court of competent jurisdiction, provided that **VRG** gives LENDER prompt written notice of such request and that **VRG** only discloses that portion of the Confidential Information which, in the opinion of **VRG's** counsel, **VRG** is compelled to disclose; and (vi) information that is communicated to a third party with the express written consent of LENDER.
10. **Miscellaneous.**
 - (i) In the event any provisions hereof shall be modified or held ineffective by any Court in any respect, such adjudication shall not invalidate or render ineffective the balance of the provisions hereof, and the provisions hereof shall be enforced to the maximum extent allowed by law.
 - (ii) This Agreement shall be governed by the laws of the State of Texas and shall be enforceable in Dallas County, Texas.
 - (iii) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - (iv) The parties hereto have read the terms and conditions of this Agreement before signing the same, and hereby agree that no statement, agreement, or understanding whether oral or written, not contained herein will be recognized or enforced.
 - (v) This Agreement may not be amended except by a written agreement executed by the parties hereto, which makes specific reference to this Agreement.
 - (vi) This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same original. A facsimile copy of the signature of a person executing this Agreement shall be effective as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

VALUE RESOURCE GROUP, INC.

By: _____

LENDER BANK

By: _____