

**CONFIDENTIAL DISCLOSURE,
NON-CIRCUMVENT AND
NON-COMPETE AGREEMENT**

This Confidential Disclosure, non-Circumvent and non-Compete Agreement ("Agreement") is dated _____ ("Effective Date") and is between _____, located at (address) _____ hereinafter, ("the contracting party") and The Total Financial Group, LLC and its affiliated companies TFG").

WHEREAS, ProVision Corporation, LLC has a working relationship with TTFG and have pledged to get NDAs from associates on behalf of TTFG, therefore, _____ and TTFG acknowledge that certain 'Confidential Information' disclosed between themselves and their affiliates or clients and the contracting party identified below, the Parties agree that:

1. The Party's representative for receiving Confidential Information is:

Confidential information may include customer details, operations, marketing plans, strategies or product information and plans, data, equipment, business associates, names or other technical or business information. Any tangible Confidential Information disclosed must be marked as confidential at the time of disclosure, and any oral or non-tangible Confidential Information disclosed may include information relating to various Domestic and International Projects ("Projects") or the marketing, sale and distribution of products or services, as well as organization structures and business development in both the United States and international markets.

2. The contracting party receiving Confidential Information under this Agreement shall use the Confidential Information only for the purpose of review and analysis for possible participation in the Projects.

3. Non-Disclosure. The contracting party shall not use TTFG's Confidential Information for any other purpose and shall protect the disclosed information by using the same degree of care, and no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of TTFG's Confidential Information as it uses to protect its own Confidential Information of a like nature including (a) identifying documentation or communications as "Confidential or Proprietary Information" as directed by the sender of the communication, (b) taking reasonable precautions to insure that TTFG's Confidential or Proprietary Information is not disseminated without prior authorization, (c) taking reasonable precautions to insure that TTFG's Confidential or Proprietary Information is not misappropriated or stolen, (d) to affix appropriate notices or labels to all physical expressions of TTFG's Confidential Information, (e) to notify TTFG of any unauthorized possession, use or knowledge of TTFG's Confidential Information and to furnish details of such possession in the event of any injunctions, suit or proceeding to enforce confidentiality, and (t) to promptly return to TTFG upon written request, all tangible expressions of TTFG's Confidential Information.

4. This Agreement imposes no obligation upon a recipient with respect to Confidential Information which (a) was the recipient's possession before receipt from the disclosure; (b) is or becomes a matter of public knowledge through no fault of the recipient, (c) is rightfully received by the recipient from a third party, (d) is independently developed by recipient, (e) is disclosed under operation of law, or (f) is disclosed to recipient with other Party's prior written approval.

5. No license, trademark, patent, copyright or other intellectual property right is either granted or implied by the disclosure of Confidential Information.

7. DISCLOSURE. No representation relating to TTFG, its financial performance or any other document, exhibit or other information furnished by TTFG in connection with the execution, delivery and performance of any Projects, or the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of material fact or omit to state a material fact, required to be stated in order to make the statement, in light of the circumstances in which it is made, not misleading. In connection with this Agreement and the documents, descriptions, opinions, certificates, exhibits or written material delivered or to be delivered between TTFG and the contracting party, the contracting party agrees to disclose to TTFG any facts known which would effect the TTFG's decision to proceed with the execution of the Projects or which, in TTFG's reasonable opinion, adversely effect any performance, condition, ownership, operation, financial or prospective financial aspects of the Projects which have not been disclosed by the contracting party.

8. NON-CIRCUMVENT. It is anticipated that during the course of dealings between the parties, each may reveal to the other, certain names, client lists, and other information "Designated Party"), which is the proprietary information and property of the disclosing Party. A Designated Party shall be identified in writing to the other Party. Neither Party shall have any obligations to offer or consummate a transaction to or with neither each other nor a Designated Party of the other.

9. The contracting party shall agree not to circumvent, attempt to circumvent, or cause a third party to act on their behalf to circumvent each other in any way, manner or form regarding any transactions during the term of this Agreement and not to contact, call on, solicit, or take away either directly or indirectly any Designated Party of the other during the effective period of this Agreement.

10. The contracting party agrees to use their best efforts to preserve the goodwill and reputation of TTFG. The contracting party agrees to notify TTFG of all inquiries and proposed transactions from any Designated Party of the other in their respective product lines. The contracting party shall supply to TTFG a timely report of the transactions with a Designated Party of the other. The contracting party further agrees that this Agreement and respective obligations hereunder shall be binding upon the owners, officers, employees, and any other representative or agent of the contracting party who might financially benefit from this Agreement.

11. NON-COMPETE. The contracting party hereby agrees that for two (2) years following the month of termination of this Agreement, the contracting party shall not directly nor indirectly compete with TTFG through the use of their client contracts or Designated Parties. In the event

of termination, the contracting party shall surrender all material, information, scripts and procedure manuals, promotional packages, demonstration kits and sales guides, technical material and all other material which is identified as TTFG's material, whether confidential or otherwise, and in any medium.

12. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party.

13. Neither Party has an obligation under this Agreement to offer for sale products using or incorporating the Confidential Information. The Parties may offer, at their sole discretion, products for sale or may modify or discount sales at any time.

14. As a sanction, the contracting party recognizes that in the event of an intentional violation of this Agreement, the extent and nature of the damages directly associated with the violation shall be difficult to determine. Therefore, in the event of a breach of confidentiality, disclosure or circumvention by the contracting party occurs, TTFG shall have the right to (1) initiate a legal action in any court of competent jurisdiction to secure an Ex Parte Temporary Injunction to restrain offending Party's further acts, and (2) in the event of a Judgment in favor of Non-Offending Party in the entry of a permanent restraining, a penalty of Two Hundred Thousand (\$200,000.00) U.S. Dollars, as liquidated damages, attorney's fees and costs.

15. In the event of a dispute between the parties where litigation is initiated by the contracting party, The validity of interpretation of this Agreement shall be governed by the laws of the State of Louisiana without regard to any conflict of laws, rules or policies. In the event of a dispute between the parties, the validity of interpretation of this Agreement shall be governed by the laws of the State of Louisiana without regard to any conflict of laws, rules or policies. The contracting party irrevocably and unconditionally submits in any legal action or proceeding related to this agreement or for recognition of any judgment in respect thereof, to the jurisdiction of any of the sixty-four (64) parishes in the State of Louisiana, including: Parish of Acadia; Parish of Allen; Parish of Ascension; Parish of Assumption; Parish of Avoyelles; Parish of Beauregard; Parish of Bienville; Parish of Bossier; Parish of Caddo; Parish of Calcasieu; Parish of Caldwell; Parish of Cameron; Parish of Catahoula; Parish of Claiborne; Parish of Concordia; Parish of DeSoto; Parish of East Baton Rouge; Parish of East Carroll; Parish of East Feliciana; Parish of Evangeline; Parish of Franklin; Parish of Grant; Parish of Iberia; Parish of Iberville; Parish of Jackson; Parish of Jefferson; Parish of Jefferson Davis; Parish of Lafayette; Parish of Lafourche; Parish of LaSalle; Parish of Lincoln; Parish of Livingston; Parish of Madison; Parish of Morehouse; Parish of Natchitoches; Parish of Orleans; Parish of Oachita; Parish of Plaquemines; Parish of Pointe Coupee; Parish of Rapides; Parish of Red River; Parish of Richland; Parish of Sabine; Parish of St. Bernard; Parish of St. Charles; Parish of St. Helena; Parish of St. James; Parish of St. John; Parish of St. Landry; Parish of St. Martin; Parish of St. Mary; Parish of St. Tammany; Parish of Tangipahoa; Parish of Tensas; Parish of Terrebonne; Parish of Union; Parish of Vermilion; Parish of Vernon; Parish of Washington; Parish of Webster; Parish of West Baton Rouge; Parish of West Carroll; Parish of West Feliciana; and Parish of Winn.

16. No Amendment or modification of this Agreement shall be valid unless evidenced by a written Amendment, signed on the behalf of the Parties hereunto by their duly authorized representatives, provided that either Party may change its address as provided above. 17. This Agreement sets forth the full and complete Agreement of the parties; provided that this Agreement does not amend, supersede, terminate or otherwise effect any other Agreements etween all Parties regarding other Agreements of any kind.

18. This written Agreement shall apply to any performance after _____ prior to the execution of this Agreement, as if this written Agreement was executed before such performance commenced.

19. This Agreement is executed and effective for three (3) years as of the date first written above.

PROVISION CORPORATION, LLC. ASSOCIATE

Print Name _____

Address: _____

Signature _____ Date _____
:

THE TOTAL FINANCIAL GROUP LLC:

_____ Date _____
Denis Joachim, CEO/President