



THIS MUTUAL NONDISCLOSURE AGREEMENT (“*Agreement*”) is dated _____, and entered into by and between Genuine Genius Technologies, LLC dba Xvoucher with an address of 431 Clifton Place, Suite 100 Minneapolis, MN 55403, and _____, whose address is _____. Each party is willing to furnish the other with certain information which is non-public, confidential or proprietary in nature. This information includes, but is not limited to, the Xvoucher system, and is related to a potential business opportunity between the parties. This oral, written, graphic, electronic or other information, in whole or in part, together with analyses, compilations, studies or other documents prepared by the receiving party and its employees, agents or representatives (collectively, “*Representatives*”) that contain or otherwise reflect such information is hereinafter referred to as the “*Information*.” Each party hereby confirms its interest in examining the Information and in consideration of the disclosing party furnishing the Information, agrees that:

1. Confidentiality. Each party will exercise due diligence to maintain all Information in confidence and will use the Information solely in connection with the purposes agreed upon between us. From the date of disclosure of the Confidential Information and for three (3) years thereafter, both parties will use reasonable efforts to prevent the disclosure of Confidential Information to any other person, unless disclosure is required by judicial or arbitral order. “Due diligence” shall mean at least the same precautions and standard of care which a reasonable person in such business would use to safeguard proprietary information of its own and its other clients.
2. Restriction in Use; No License. Each party agrees that the Information provided by or on behalf of the disclosing party shall at all times remain the exclusive property of the disclosing party and the receiving party will not use or disclose Information to anyone (other than its Representatives) without the disclosing party’s prior written consent. No license to use any of the disclosing party’s Information or intellectual property is granted by this Agreement, except as may be specifically required for the purpose of this Agreement, and then only for such purpose.
3. Reverse Engineering. The receiving party agrees not to, and not to attempt to reverse engineer or decompile any software programs provided to it by the disclosing party under this Agreement.
4. Access; Return. The receiving party agrees to permit access to the Information only to its Representatives who need to know the Information for the purposes set forth herein and who shall be subject to a confidentiality obligation or undertaking that is at least as restrictive as the provisions of this Agreement. The receiving party agrees to notify the disclosing party of any breach by it or its Representatives of this Agreement of which the receiving party becomes aware, and in any event, the receiving party shall be responsible for any breach of this Agreement by any of its Representatives. Upon the disclosing party’s request, except as may be required for archival or compliance purposes, and except for the portion of the Information that consists of analyses, compilations, studies or other documents prepared by the receiving party or its Representatives, the receiving party agrees to return promptly the Information and any copies or extracts thereof. The receiving party shall destroy that portion of the Information which consists of analyses, compilations, studies or other documents prepared by it or its Representatives to the extent permitted by applicable law or regulation. If requested by the disclosing party, such destruction shall be certified in writing to it by one of the receiving party’s authorized officers.
5. Scope Limitation. The term “Information” does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the receiving party or anyone to whom it transmits the information; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party or other legal or fiduciary obligation of secrecy; (c) the receiving party can document was known to it or in its possession on a

non-confidential basis prior to the date of disclosure by the disclosing party; or (d) is independently developed by the receiving party without use of, or reference to, the Information, as demonstrated by tangible evidence; or (e) is furnished by the disclosing party to others with written confirmation that such information is not confidential and may be disclosed.

Information shall include any written, audible, visual, oral or other information, technical data, or know-how of Disclosure, including but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances.

6. Disclosure Legally Compelled. In the event that the receiving party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the receiving party will provide the disclosing party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing party may seek a protective order or other appropriate remedy (and if the disclosing party seeks such an order, the receiving party will provide such cooperation as the disclosing party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions of this Agreement, the receiving party will furnish only that portion of the Information which is legally required (in the opinion of its counsel).

7. Additional Restrictions on Disclosure and Contacts. Except as required by the rules and regulations of the Securities and Exchange Commission or any applicable stock exchange or securities commission (in which case the receiving party and its Representatives will use reasonable efforts to notify the disclosing party before complying with such rules and regulations), each party agrees not to, and will direct its Representatives not to, disclose to any third party (a) the existence or contents of this Agreement or (b) the fact that it is evaluating the Information or the possibility of a transaction with the other party. Each party acknowledges that direct contact with any employees, sales representatives, suppliers, customers, competitors or others involved with the other party (other than contacts in the ordinary course of business) could seriously impair our respective businesses, and each party agrees to refrain from any and all such contact unless first obtaining approval from the other party.

8. Specific Performance. Each party acknowledges and agrees that, in the event of any breach of this Agreement by a party or its Representatives, the non-breaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. Without prejudice to any rights and remedies otherwise available, the non-breaching party shall be entitled to equitable relief by way of injunction, specific performance or otherwise if the breaching party or any of its Representatives breach any provision of this Agreement.

9. Competitive Development. Both of us recognize that the other (including certain of its corporate affiliates) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to those being considered under this Agreement. No Information disclosed under this agreement shall be used to develop products or services that may be competitive with those of the other and may display the same or largely similar functionality.

10. No Representations. Neither party nor any of its respective directors, officers, employees, agents, advisors or Representatives have made or make any express or implied representation or warranty hereunder as to the accuracy or completeness of the Information and none of them shall have any liability hereunder to the other party or any of its Representatives relating to or resulting from use of the Information or for any errors therein or omissions therefrom. Each party also agrees that the other party is not entitled to rely on the completeness or accuracy of any Information. Each party expressly disclaims any and all liability for Information transmitted orally or in writing to the other party or its Representatives excepting only those particular representations and warranties which, in fact, are made in a definitive agreement, and subject to such limitations and restrictions as may be contained therein.

11. No Contract. This Agreement does not give rise to any intention, commitment or obligation of either party to buy or sell or to enter into any kind of business relationship with the other party.

12. Export Control Laws. Subject to the conditions of this Agreement, each party agrees not to export, directly or indirectly, any Information acquired pursuant to this Agreement or any product using any such Information, except in accordance with applicable export control laws, rules and regulations.

13. Choice of Law. This Agreement will be governed by and construed under, the laws of the State of Minnesota, without regard to the principles of choice of law. This Agreement shall inure to the benefit of the parties and their respective successor and assigns.

14. Entire Agreement/Assignment. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument duly executed by both parties. Neither of us may assign this Agreement without the prior written consent of the other party; provided, however, that GGT may assign this Agreement to one of GGT affiliates without such consent.

15. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

16. No Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

17. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has entered into this Mutual Nondisclosure Agreement by its duly authorized representative as of the date first above written.

Genuine Genius Technologies, LLC

By: _____

By: _____

Printed Name:
Title:

Printed Name:
Title: