



MUTUAL NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between _____, with its principle office at _____ ("Company") and TokenEx LLC, an Oklahoma limited liability company, with its principle office located at 3825 NW 166th Street, Suite C1, Edmond, Oklahoma 73012 ("TokenEx").

WHEREAS, the parties anticipate disclosing certain information to each other and have agreed to maintain the confidentiality of each other's information;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

"Confidential Information" as used in this Agreement shall include, but not be limited to, any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including but not limited to computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, customer information, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, shall be assumed confidential even it is not specifically noted as such at the time of the disclosure.

"Disclosing Party" is a party to this Agreement which discloses its Confidential Information to a Receiving Party.

"Receiving Party" is a party to this Agreement which accepts, receives, views, or otherwise obtains Confidential Information from a Disclosing Party.

"Affiliate(s)" means, a subcontractor, advisor, agent, or affiliated entity controlling, controlled by, or under common control, performing on behalf of the Receiving Party in its obligations hereunder who have entered into a confidentiality agreement no less restrictive than the terms of this Agreement.

2. Mutual Obligations

For three years from the disclosure date, Receiving Party shall protect Disclosing Party's Confidential Information at least as closely as its own Confidential Information and with no less than a reasonable standard of care, and shall: (i) disclose the other party's Confidential Information only to its affiliates, officers, directors, employees or contractors, provided such personnel are bound by confidentiality restrictions no less protective than those set forth in this Agreement; (ii) not disclose any Confidential Information to any third party without Disclosing Party's prior written consent; (iii) use such Confidential Information only to the extent required for the purpose of evaluating a potential business relationship; (iv) reproduce Confidential Information only as required to accomplish such purpose; (v) not reverse engineer, decompile or disassemble any software disclosed; (vi) not directly or indirectly export or transmit any Confidential Information to any country which such export or transmission is restricted by



regulation or statute; and (vii) promptly provide Disclosing Party with notice of any actual or threatened breach of this Agreement. Receiving Party may use, without restriction, all information it receives from Disclosing Party that does not meet the definition of Confidential Information above. However, Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order only after giving Disclosing Party written notice and opportunity to seek confidential treatment of the information prior to disclosure.

3. **Notifications.** Any notice permitted or required under this Agreement shall be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by facsimile with confirmation by registered mail to the parties at the following addresses:

Notices to Company should be directed to:

Notices to TokenEx should be directed to:

TokenEx
PO Box 521068
Tulsa, Oklahoma 74152
Phone #: 877.316.4544
Attn: Alex Pezold

Each party may change its address by giving similar notice.

4. Exclusions

The foregoing obligation shall not apply to Confidential Information that: (a) is now or hereafter becomes generally known through no act or failure to act on Receiving Party's part; (b) Receiving Party independently knows at the time of receiving such information, as is evidenced by its written records; (c) a third party furnishes to Receiving Party without breaching any obligation of confidentiality and without restriction on disclosure; (d) Receiving Party has independently developed without using Disclosing Party's Confidential Information or breaching this Agreement; or (e) Disclosing Party gives written permission to Receiving Party to disclose. The Receiving Party shall have the burden of proof with respect to any claimed exception to the obligations of confidentiality.



5. Proprietary Information

Confidential Information and copies thereof shall remain Disclosing Party's property and shall be returned or destroyed, at Disclosing Party's option, on written request or when Receiving Party's need for it has expired, and in any event, on termination of this Agreement. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement. Confidential Information is provided "as is" without warrant express or implied.

6. Remedies

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each party may, without waiving any other rights or remedies or posting bond, seek injunctive or equitable relief as a court of competent jurisdiction may deem proper.

Recipient agrees that if there is any unauthorized use or disclosure of Disclosing Party's Information by any of Recipient's employees or any other third party with access to Disclosing Party's Information through Recipient, Recipient will enforce for Disclosing Party's benefit, through litigation if necessary, all rights provided under law to seek damages and protection from additional disclosure. In the event that Disclosing Party has provided Recipient with information in which any third party has an interest (including, without limitation, software or other trade secrets licensed to Disclosing Party by such third party), Recipient shall defend, indemnify and hold Disclosing Party harmless from any and all claims and demands of such third party and any liabilities, damages, costs and expenses (including reasonable attorneys' fees) incident thereto arising out of or related to Recipient's breach of this Agreement. The foregoing remedies are cumulative and in addition to any and all other remedies available at law or in equity. No waiver or modification of the terms hereof shall be binding unless in writing signed by Disclosing Party. No waiver of any provision hereof at any time shall operate as a waiver of any other provision or as a waiver of any subsequent breach of the same provision. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions, all of which shall continue in full force and effect. In the event litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

7. General

Term and Survival. This Agreement commences on the date of first exchange of Confidential Information and shall survive the termination of any related contract or other relationship between the parties.

Modifications. This Agreement may only be modified by a separate writing signed by both Parties.

Governing Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All



obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law. Any disputes arising out of this Agreement shall be subject to binding and final arbitration, pursuant to the Federal Arbitration Act (as amended from time to time).

8. Non-solicitation

The parties acknowledge that each other's business is dependent upon being able to attract, train and keep qualified persons and adequately utilize its employees. Unless it first obtains the prior written consent of the other party, neither party to this Agreement shall directly nor indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the other party, or hire or retain as an employee or as an independent contractor the other party's employees, during the term of this Agreement and for two (2) years immediately following the termination of the foregoing for any reason. Should either party solicit, hire or attempt to hire any employees from the other party during this period, the hiring party agrees to pay the other party as liquidated damages and not a penalty, within thirty (30) days of such event, a finder's fee of the relevant person's most recent monetary compensation (including bonuses) received during the preceding 12-month period with such non-hiring party (annualized for the purpose of calculating said finder's fee for employees engaged for less than 12 months). Notwithstanding the foregoing, the parties hereby acknowledge and agree that the restrictions of this Section shall not apply to the hiring by either party of any individual who, not being specifically solicited or targeted, responds to a general recruitment advertisement of the other party.

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

[COMPANY]

TOKENEX, LLC,

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____