

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is made on _____ between **Prepaid Program Management LLC**, a Florida company, whose address is 8633 Autumn Green Drive, Jacksonville FL 32256 (PPM), and _____, a _____ corporation, whose address is _____ (the "*Potential Associate*").

PPM and the Potential Associate desire to enter into confidential negotiations with respect to the evaluation and analysis of a potential relationship between PPM and the Potential Associate (the "*Business Purpose*"). In order to pursue the mutual Business Purpose, PPM and the Potential Associate recognize that there is a need to disclose to one another certain of their respective confidential information to be used only for the Business Purpose and a need to protect each other's confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such confidential information and the mutual agreements set forth herein, each party agrees as follows:

1. **Confidential Information.** As used in this Agreement, "Confidential Information" means all information or material that has or could reasonably be foreseen to have commercial value or other utility in the business or potential business of the disclosing party or its subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be reasonably be foreseen to be detrimental to the interests of the disclosing party or its subsidiaries or affiliates whether or not such information is identified as Confidential Information by the disclosing party. For example, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, how tos, knowledge of systems, formats, plans, specifications, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by the disclosing parties or its customers or potential customers.

2. **Exclusions.** Confidential Information does not, however, include information that the receiving party can demonstrate:

a. is now, or hereafter becomes, through no wrongful act or failure to act on the part of the receiving party, generally known or available to the public;

b. was known by the receiving party before receiving such information from the disclosing party;

c. is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or

d. is independently developed by the receiving party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.

3. **Obligations.** Each party agrees:

a. to hold the other party's Confidential Information in confidence;

b. not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the other party in writing;

c. to use all reasonable precautions, consistent with such party's treatment of its own Confidential Information of a similar nature, to prevent the unauthorized disclosure of the other party's Confidential Information; and

d. not to use any Confidential Information for any purpose other than the Business Purpose.

4. **Permitted Disclosures.** Each party may disclose the other party's Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees are advised of the Confidential Information and the terms of this Agreement are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. **Required Disclosures.** Each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law or a stock exchange, provided that the receiving party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. **Copies and Abstracts.** The receiving party may make copies or abstracts of the disclosing party's Confidential Information only to the extent necessary to carry out the Business Purpose, and the use or disclosure of such copies or abstracts are subject to the terms and conditions hereof.

8. **Return of Confidential Information.** Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all copies of the

disclosing party's Confidential Information.

9. **No Implied Licenses.** Nothing in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as specifically stated in this Agreement.

10. **Injunctive Relief.** Each party acknowledges that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. **Term of Agreement.** This Agreement applies to all Confidential Information that is disclosed by one party to the other party during the period that begins on the date set forth above and ends 5 years thereafter unless notice of termination is received by either party. The obligations of this Agreement will remain in effect for five years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.

12. **Applicable Law.** This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Florida (excluding its body of law controlling conflicts of law). This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent, or other laws that may apply to the subject matter of this Agreement both during and after the term of this Agreement.

PPM:

The Potential Associate

Sign: _____

Sign: _____

Name: Jake Posey

Name: _____

Title: CEO

Title: _____