

**MUTUAL CONFIDENTIALITY
AND NON-DISCLOSURE AGREEMENT**

This Mutual Confidentiality and Non-Disclosure Agreement is entered into as of _____, 202_ (the “*Effective Date*”) by and between _____, a business incorporated under the laws of the State/Province of _____ (Party 1) having its head office at _____, and Secure Payment Systems, Inc. (“SPS” which herein shall be defined as to also include all Subsidiaries of Secure Payment Systems, Inc.), a business incorporated under the laws of the state of Nevada having its corporate office at 3993 Howard Hughes Pkwy, # 390, Las Vegas, NV 89169. These parties may also collectively be referred to herein as the “*Parties*”.

WHEREAS, the Parties recognize that each other’s business involves specialized and proprietary knowledge, information, methods, processes, techniques, and skills peculiar to their security and growth. The Parties acknowledge that any disclosure of such methods, processes, skills, financial data, or other confidential or proprietary information would substantially injure the party’s business, impair the party’s investments and goodwill, and jeopardize the party’s relationship with the party’s clients and customers;

WHEREAS, the Parties presently desire to consult with each other with respect to certain matters;

WHEREAS, in the course of such consultation the Parties anticipate disclosing to each other certain information of novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth below.

NOW, THEREFORE, the Parties hereto, in consideration of the premises and other good and valuable consideration, agree as follows:

1. ***Confidential Information.*** “*Confidential Information*” shall mean and include all information, knowledge or data of an intellectual, business, technical, scientific or industrial nature that is exchanged between the Parties, whether communicated in written form, orally or otherwise. Without limiting the generality of the foregoing, Confidential Information shall include information relating to products or services, designs, marketing, sales, and methods of operations related to both Parties. Said Confidential Information is deemed proprietary by the Parties hereto.
2. ***Use of Confidential Information.*** Each party agrees not to use the other’s Confidential Information for any purpose other than for the specific consultation regarding the subject matter of this Agreement. Any other use of such Confidential Information shall be made only upon the prior written consent from an authorized representative of the party that disclosed such information (hereinafter the “*Disclosing Party*”) or pursuant to subsequent agreement between the Parties.
3. ***Non-Disclosure of Proprietary Information.*** The Parties agree that from the date of receipt, the party receiving the Confidential Information (hereinafter the “*Receiving Party*”) shall not disclose Confidential Information to any other person, firm, corporation or other entity or use it for its own benefit except as provided in this Agreement. The Receiving Party shall not publish, divulge, communicate, or reveal any Confidential Information to any person, corporation, or other third party or to any of Receiving Party’s

employees who do not have a need to know such Confidential Information with respect to their job duties. The Receiving Party shall use the same degree of care to avoid publication or dissemination of the Confidential Information as it would with respect to its own confidential information. These efforts shall specifically include document control measures, such as numbered copies and sign out logs, and imposing on all employees, agents and other representatives of Receiving Party restrictions at least as strict as required by this Agreement.

4. **Confidential Information** shall not include information, technical data or know-how which:
 - a) is already known to the Receiving Party at the time of disclosure and is not otherwise subject to restriction;
 - b) is or becomes publicly known through no wrongful act of the Receiving Party;
 - c) is rightfully disclosed to Receiving Party by a third party who has no obligation of confidentiality to the Disclosing Party;
 - d) is independently developed by the Receiving Party; or
 - e) is approved for release by written authorization of the Disclosing Party.
5. **Marking.** Confidential Information may be disclosed visually, orally or in writing. Written material shall be identified and labeled "Confidential" or "Proprietary" to the discloser. Verbal or visual information should be identified as "Confidential Information" when disclosed.
6. **Return of Confidential Information.** All Confidential Information and copies and extracts thereof shall be promptly returned to Disclosing Party three years from the effective date of this Agreement, or at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.
7. **Ownership of Information.** The Parties agree that any Confidential Information revealed to the other by the Disclosing Party remains the exclusive property of the Disclosing Party and its successors and assigns, unless otherwise expressly provided in writing and signed by an authorized representative of the Disclosing Party.
8. **No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights to the Receiving Party by license or otherwise, expressly, impliedly or otherwise, for any information, discovery or improvement made, conceived, or acquired prior to the date of this Agreement.
9. **Term.** This Agreement shall expire two (2) years from the Effective Date, but may be terminated prior to expiration by either party giving thirty (30) days' prior written notice to the other party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of five (5) years from the date of the last disclosure of Confidential Information is made under this Agreement.
10. **No Formal Business Obligations.** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either party to submit a proposal to or perform a contract with the other party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either

or both Parties. Neither party will be liable to the other for any of the costs associated with the other's efforts in connection with this Agreement.

- 11. **Third Parties.** Each party represents that it is under no obligation to any third party that would interfere with its disclosing the Confidential Information to the other party; and further represents that any information which it disclosed to the other party is not information with respect to which the disclosing party is under any obligation to keep confidential or which the disclosing party knows to be the proprietary property of any third party.
- 12. **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- 13. **Successors and Assigns.** This Agreement will be binding upon the successors and/or assigns of the Parties.
- 14. **Headings.** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.
- 15. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendment or modification of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.
- 16. **Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada of the United States of America.
- 17. **Language.** The Parties have agreed to draw up this Agreement in English.

The Parties, by the signatures of their authorized representatives appearing below, acknowledge that they have read and understand each and every term of this Agreement and agree to be bound by its terms and conditions.

_____ (Party 1)

Secure Payment Systems, Inc. "SPS"

Per: _____
Authorized Signature

Per: _____
Authorized Signature

Name, Title

Name, Title

Date

Date