



MUTUAL NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is between Proplanner, Inc., an Iowa corporation, ("Proplanner") and Second Party (defined below).

WITNESSETH:

WHEREAS, Proplanner and Second Party may provide to each other certain proprietary, confidential and trade secret information in connection with (the "Business Purpose") and each desires that any such information will be kept confidential by the other party; and

WHEREAS, in consideration of the disclosure of such information, each party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, Proplanner and Second Party hereby agree as follows:

1. Confidentiality. Each party agrees that, for a period of five years from receipt of information from the other party hereunder, such party will use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other party which is marked or identified as confidential, and (ii) oral or visual information identified as confidential at the time of disclosure which is accurately summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure (the "Confidential Information"). Confidential Information will not include information which belongs to the recipient party or is (i) already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party, (iv) independently developed by the recipient party without use of the other party's Confidential Information, (v) disclosed without similar restrictions to a third party by the party which owns the Confidential Information, (vi) approved by the other party for disclosure, or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as the party required to disclose the information provides the other party with timely prior notice of such requirement. Each party may use Confidential Information received from the other party only in connection with the Business Purpose, and may

provide such Confidential Information to its respective employees and agents for their use.

2. Return of Confidential Information. Upon completion of the Business Purpose or upon the written request of the party owning the Confidential Information, the other party will return all copies of Confidential Information, and all derivatives thereof, to the owning party or certify, if so requested by the owning party, in writing that all copies of Confidential Information have been destroyed. Notwithstanding the above, a party may return Confidential Information, or any part thereof, to the other party at any time prior to the completion of the Business Purpose.

3. No Warranty; Limitation of Liability. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information and neither party will be responsible for any expenses, losses or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. **NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

4. No Further Rights; No Third Party Beneficiary. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise in Confidential Information except for the use of such Confidential Information as expressly provided herein. This Agreement is not intended, nor will it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. No Obligation. The parties expressly agree that the provision of Confidential Information hereunder and any discussions held in connection with the Business Purpose will not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose. Any estimates or forecasts provided by either party to the other will not constitute commitments.

6. Enforcement. If either party breaches or threatens to breach the obligations of this Agreement, the other party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed by the parties that monetary damages are inadequate to protect the other party.

7. **Media Releases.** No media releases or public announcements or disclosures will be issued by either party relating to this Agreement, its subject matter or the Business Purpose without the prior written approval of the other party.

8. **Miscellaneous.**

(a) All notices required by or relating to this Agreement will be in writing and will be sent to Proplanner to the attention of Helena Poist, 2321 North Loop Drive, Ames, IA 50010; to Second Party at the address set forth below; or to such other address as either party may specify by written notice to the other.

(b) The parties agree that this Agreement (i) constitutes the entire agreement between the parties with respect to the use and protection of the confidentiality of Confidential Information, (ii) supersedes all related discussions and other communications between the parties, and (iii) may not be varied other than in writing, executed by the duly authorized representatives of both parties.

(c) **This Agreement will be construed in accordance with, and its performance governed by the internal laws of the State of Iowa excluding its laws of conflict of law.**

[Remainder of column intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the last date written below.

Accepted by:
SECOND PARTY:

By: _____

Name:

Title:

Date: _____

Address:

City:

State:

Received by:
Proplanner

By: _____

Name:

Title:

Date: _____