

RECIPROCAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Reciprocal Confidentiality and Nondisclosure Agreement ("Agreement") is entered into as of the effective date set forth below ("Effective Date"), between the parties indicated below (each party shall be referred to separately as a "Party" and collectively as the "Parties").

WHEREAS, the Parties desire to explore entering into a business relationship pursuant to which Confidential Information (as defined below) belonging to each Party may be transmitted to the other Party for review and evaluation and the receiving Party agrees to provide appropriate safeguards to protect the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

1. No Joint Venture. The Parties agree that this Agreement is for the purpose of protecting Confidential Information (as defined below) only. This Agreement is not a joint venture or other such business arrangement, and any agreement between the Parties as to joint business activities will be set forth in subsequent written agreements.

2. Definition of Confidential Information. The term "Confidential Information" shall mean all non-public information, data and specifications furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the date hereof and whether in oral, written, electronic or graphic format, including, but not limited to, information constituting a trade secret under the Nebraska Trade Secret Act ("Trade Secrets"); financial information; business plans; strategic and marketing plans; pricing information; designs; procedures; methods of operation; formulas; data flow analyses; drawings; sketches; product specifications; schematics; discoveries; inventions; research and development; improvements; source code and object code; concepts; ideas; processes; know-how; documentation; patterns; parts lists; blueprints; circuit diagrams; devices; prototypes models; data or information concerning vendor relationships, customers or customer relationships, customer profiles, cardholder and cardholder transaction data; sales estimates; business plans; Trade Secrets and internal performance results relating to the past, present or future business activities of the Disclosing Party or any of their customers or subsidiaries or any scientific or technical information, design, process, procedure, formula or improvement that is commercially valuable and not generally known to the public. Confidential Information shall not include such information, data and materials as the Disclosing Party agrees in writing is not proprietary or confidential or which: (i) is or becomes publicly available by other than unauthorized disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party without use of any Confidential Information; or (iii) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. All copies of Confidential Information or parts thereof made by either Party shall also be considered Confidential Information.

3. Agreement to Maintain Confidentiality. The Receiving Party agrees that it will keep the Disclosing Party's Confidential Information strictly confidential and that the Confidential Information will not, without the prior written consent of the Disclosing Party, be disclosed by the

Receiving Party or its Representatives (as defined below) in any manner whatsoever, in whole or in part, and that the Confidential Information will not be used by the Receiving Party or by its Representatives other than as expressly permitted herein. Each Party shall exercise at least the same degree of care to protect the confidentiality of the other Party's Confidential Information which it exercises to protect the confidentiality of its own similar Confidential Information, but in no event less than reasonable care. Neither party shall show nor otherwise disclose such Confidential Information to any third parties, including, but not limited to, independent contractors and consultants, without the prior written consent of the Disclosing Party; provided, however, that each Receiving Party may provide use and access of the Confidential Information to its bona fide employees, Participants (as defined in NEHII's Participation Agreement and subject to confidentiality obligations at least as favorable as those in this Agreement), agents, officers, directors, attorneys and accountants (collectively, the "Representatives") who have a need to know such Confidential Information for purposes of conducting the Party's review and to determine whether it desires to pursue a business relationship with the other Party. Each Party shall by appropriate instruction or agreement inform its Representatives of such Party's obligations under this Agreement. Each Party shall be responsible for any unauthorized use, reproduction or disclosure of Confidential Information by any of its Representatives. Neither Party shall use the other Party's Confidential Information, in whole or in part, in developing any product or service or component thereof for its benefit or for the benefit of or on behalf of any third party without the prior written consent of the Disclosing Party. Under no circumstances may the Receiving Party decompile, disassemble, reverse engineer, plagiarize or "unlock" any products (including computer programs), prototypes or models furnished by the Disclosing Party. In any event, the Receiving Party shall be fully liable to the Disclosing Party for any loss, liability or damages incurred by the Disclosing Party as a result of any breach of this Agreement by the Receiving Party or its Representatives.

4. Proprietary Legends. No Party shall remove any copyright or other proprietary rights notice attached to or included in any Confidential Information. Each Party shall reproduce all such notices on any copies such Party makes of Confidential Information. Neither Party shall alter, translate, adapt, plagiarize or make any modifications to or prepare derivative works of the Confidential Information or the

proprietary legends.

5. Proprietary Rights. All right, title and interest in and to the Confidential Information and any Trade Secrets or other intellectual property rights embodied therein are retained by the Disclosing Party. Nothing contained in this Agreement shall be construed as granting or transferring to or conferring upon the Receiving Party rights in the Disclosing Party's Confidential Information not possessed by such Party prior to this Agreement. This Agreement does not obligate either Party to disclose Confidential Information to the other Party.

6. Requests for Confidential Information. If required by order of any court of competent jurisdiction or other governmental authority, the Receiving Party may disclose to such authority data, information or materials involving or pertaining to Confidential Information to the extent required by such order, provided that the Receiving Party shall first have used its best efforts to obtain a protective order reasonably satisfactory to the disclosing Party sufficient to maintain the confidentiality of such data, information or materials.

7. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives; or (2) any actions by Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

8. Return of Confidential Information. Upon either Party's request or upon completion of the review and evaluation of the Confidential Information, each Party will return to the other Party all Confidential Information in tangible form, whether reduced to such form by either Party, including all copies thereof, and each Party, at its expense, will destroy all electronic copies of the Confidential Information received from the disclosing Party or made by such Party and will so certify in writing to the disclosing Party.

9. Legal and Equitable Relief. Each Party hereby acknowledges and agrees that the other Party considers its Confidential Information to be a commercially valuable, confidential asset of such Party, reflecting the investment of considerable time, effort and money in the development of the design and specifications and marketing strategies for various products or services. In the event of any actual or threatened violations or breaches of this Agreement by a Party or by such Party's Representatives, the Party agrees that the other Party shall be entitled to all legal and equitable remedies afforded it by law, including an injunction or any appropriate decree of specific performance without the necessity of such Party showing actual damages or that monetary damages would not afford an adequate remedy. In addition to any and all other forms of relief, a Party may recover from the breaching Party all reasonable costs and attorneys' fees incurred in seeking any such legal or equitable remedy.

10. Loss, Theft or Unauthorized Disclosure. Each

Party will immediately notify the other Party of any theft or unauthorized disclosure, reproduction or use of any Confidential Information, or any part of such Confidential Information, of which such Party has knowledge. A Party shall include in such notice the name, title and business address of any person, whether or not employed by such Party, whom such Party reasonably believes has unauthorized possession of or made unauthorized disclosure, reproduction or use of Confidential Information. Such notice shall be sent to the other Party by registered or certified mail at its address set forth below.

11. Notice. All notices, demands or other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally; sent by first class mail, all postage and other charges prepaid; or mailed by certified mail, return receipt requested, with postage prepaid to the addresses set forth on the signature page below. Notice sent by first class mail shall be deemed effective as of the fourth (4th) business day following the date of mailing.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. All other prior agreements or understandings related to the subject hereof between the Parties, whether written or oral, shall be null and void and of no further force and effect upon the execution of this Agreement.

13. Amendment. This Agreement shall not be modified except by a written instrument signed by both Parties.

14. Severability. If any severable provision of this Agreement is deemed invalid or unenforceable by any judgment of a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

15. No Assignment. Neither Party may assign this Agreement. The obligations of the Parties under this Agreement shall not terminate upon any attempted assignment.

16. 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 of any such right, power or privilege preclude any other or further exercise thereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without reference to its conflict of laws principles. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Douglas County, Nebraska. Each Party hereby irrevocably and unconditionally consents to the jurisdiction of any such court, agrees that any court located in Douglas County, Nebraska is a reasonably convenient forum to litigate any issue between the Parties and hereby

irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto.

18. Authority to Contract. Each Party represents that it has the full power and authority to enter into this Agreement and to grant the rights herein conveyed. Each Party further represents that it has not entered, nor will it enter, into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

19. General. This Agreement is binding on each Party's heirs, successors and permitted assigns. This Agreement is the result of an arms-length bargain between the Parties. The terms of this Agreement shall not be construed against the drafter.

20. Counterparts. This Agreement may be exercised in one or any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

21. Term. The term of this Agreement commences upon the signature of an authorized representative of each Party and shall survive indefinitely.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the Effective Date set forth below.

Effective Date: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Date Signed: _____

Date Signed: _____