MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between _____ a _____ with its principal office located at _____ ("Company") and TokenEx Inc., a Delaware corporation, with its principal office located at 3825 NW 166th Street, Suite C1, Edmond, Oklahoma 73012 ("TokenEx").

PURPOSE

The purpose of this Agreement is for the parties to engage in discussions, including the exchange of certain proprietary and confidential information, to explore the possibility of future business transactions and are agreeing herein to maintain the confidentiality of each other's information. Notwithstanding the foregoing, nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship. The parties understand that no contract or agreement with respect to a relationship shall be deemed to exist unless and until a definitive written agreement has been executed by the parties.

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**

    1.1. "**Confidential Information**" means information marked as confidential or which would reasonably be considered confidential under the circumstances. This includes, but is not 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 list compilations). However, Confidential Information shall not include information that:

        (a) is or subsequently becomes generally available to the public through no fault of, or breach of this Agreement by, the Receiving Party;

        (b) is subsequently disclosed by a third party not under any confidentiality obligation to the Disclosing Party;

        (c) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;

        (d) is in the possession of the Receiving Party prior to the disclosure by the Disclosing Party.

    1.2. "**Disclosing Party**" means a party to this Agreement which discloses its Confidential Information to a Receiving Party.

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

    1.4. "**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 except in no instance shall a competitor of TokenEx be an Affiliate hereunder irrespective of such nondisclosure agreement.

2. Protection and Disclosure of Confidential Information

2.1. Confidential Information provided under this Agreement shall be used only for the above-described purpose and shall be disclosed only to those employees and Affiliate(s) of the Receiving Party with a "need to know" and an obligation to protect the confidentiality of such information. Any use or disclosure that is not expressly provided for in this Agreement is prohibited and Receiving Party has the burden of proof for any claim that information provided by Disclosing Party is not Confidential Information. The Receiving Party shall be responsible for compliance of its employees and Affiliates with the terms and conditions of this Agreement and shall be liable for any non-compliance.

2.2. A Receiving Party warrants that any Confidential Information obtained from Disclosing Party shall not be disclosed to any person or entity that is known or believed to be a competitor of Disclosing Party, irrespective of any nondisclosure agreement executed by any such person or entity. All questions regarding the status of any person or entity as a competitor shall be referred to Disclosing Party for resolution prior to making any disclosure and the decision of Disclosing Party on any such issue is final. Receiving Party will not appropriate Confidential Information of Disclosing Party for its own or any third party's use or benefit, except as specifically permitted herein.

2.3. Each party shall use the same degree of care to avoid disclosure or use of Confidential Information as it employs with respect to its own proprietary information, and in any event shall take all precautions that are reasonably necessary to protect the security of the other party's Confidential Information.

2.4. Receiving Party shall promptly notify Disclosing Party in writing of any actual or suspected breach, misuse, misappropriation or other unauthorized disclosure of the Disclosing Party's Confidential Information which may come to Receiving Party's attention. Receiving Party shall actively participate in efforts to mitigate potential adverse effects of such event and ensure the event does not continue.

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 by a national overnight courier service with confirmed receipt, or sent electronically with confirmation by one of the other notice methods in this subsection to the parties at the following addresses or such other address as a party may designate in writing to the other party:

Notice to Company:

[insert notice information here]

Notice to TokenEx:

TokenEx Inc.
Attn: Legal
PO Box 521068
Tulsa, Oklahoma 74152

With a copy, which shall not constitute notice, to: legal@tokenex.com

4. Return of Confidential Information

Each party further agrees that within thirty (30) days of the completion of the discussion or work associated

with any particular Confidential Information or upon request of the Disclosing Party, the Receiving Party will return or securely destroy (at the Disclosing Party's election) the Disclosing Party's Confidential Information (including any notes, extracts, summaries or other materials derived in any way from the inspection, evaluation or possession thereof) without retaining copies of the items required to be returned. Upon the request of a party, an officer of the other party will confirm in writing that all Confidential Information has been returned or destroyed as required by this Section 5 and that neither the Receiving Party nor an Affiliate has retained a copy of such Confidential Information.

5. **Third Party Request**

If a Receiving Party receives a request from a third party including without limitation, a regulatory authority or valid order by a court or other governmental entity with jurisdiction, the Receiving Party shall, to the extent not prohibited by applicable law, provide the Disclosing Party with prompt written notice of such demand (prior to any scheduled disclosure) in order to permit Disclosing Party to challenge such disclosure or obtain a protective order at Disclosing Party's expense.

6. **Proprietary Information**

Both parties acknowledge and agree that a Disclosing Party's Confidential Information is the proprietary property of the Disclosing Party, its Affiliates or customers and constitutes valuable trade secrets. Nothing herein shall be construed as granting the Receiving Party any right of use, title or interest in the Disclosing Party's Confidential Information.

7. **Remedies**

7.1 With respect to any actual or suspected breach, misuse, misappropriation or other unauthorized disclosure of the Disclosing Party's Confidential Information, Disclosing Party shall be entitled to all applicable equitable and injunctive relief, it being expressly stipulated that any such unauthorized event shall cause irreparable harm to Disclosing Party and that Disclosing Party shall not in such event have an adequate remedy at law. If any such unauthorized event is related to the action or inaction of any of Receiving Party's employees or any third party with access to Disclosing Party's Information directly or indirectly through Receiving Party, Receiving Party will enforce for Disclosing Party's benefit, through litigation if necessary, all rights provided under law to seek damages and protection from additional breach, misuse, misappropriation or other unauthorized disclosure.

7.2 If Receiving Party breaches this Agreement regarding Confidential Information that includes information in which any third party has an ownership interest, Receiving Party shall defend, indemnify and hold Disclosing Party harmless from any and all claims and demands of such third party and any related liabilities, damages, fees, costs and expenses (including reasonable attorneys' fees incurred in enforcing Receiving Party's indemnification obligation).

7.3 The foregoing remedies are cumulative and in addition to any and all other remedies available at law or in equity. 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.

7.4 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. Disclaimers

This Agreement does not impose or imply an obligation by either party to enter into any contract or business relationship with the other party and does not create a joint venture, agency or partnership between the parties. All Confidential Information is "AS IS" and without representation or warranty. If a party takes any action permitted hereunder and relies on the other party's Confidential Information, it does so at its own risk and expense.

9. General

9.1 **Term and Survival**. This Agreement commences on the date of first exchange of Confidential Information and the confidentiality obligations herein shall continue for the later of three (3) years or three (3) years following termination or expiration of any related contract or other similar relationship between the parties.

9.2 **Modifications**. This Agreement may only be modified by a separate writing signed by both parties.

9.3 **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.

9.4 **Counterparts**. This Agreement may be executed in any number of counterparts which may include electronic signatures, each of which shall be an effective and binding original, but all of which together shall constitute one instrument.

9.5 **Invalidity**. 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.

9.6 **Interpretation/construction**. The paragraph headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. The wording in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

9.7 **Waiver**. No waiver or modification of Receiving Party's obligations hereunder 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 or another provision.

10. 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.

SIGNATURE PAGE TO
TOKENEX MUTUAL NONDISCLOSURE AGREEMENT

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, INC.
By: _____	By: _____
Name:	Name:
Title:	Title: