



ENPOINTE
MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into by and between ENPOINTE, a Minnesota corporation with an address of 6845 Winnetka Circle, Brooklyn Park, MN 55428, and the undersigned, with an address as set forth in the signature block below ("Company").

1. Purpose. The parties wish to engage in a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. Confidential Information. For purposes of this Agreement, "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, financial information, client lists and information, business plans and opportunities, security policies, security practices, audit results, partners' practices, prototypes, samples, plant and equipment), which is of a confidential and/or proprietary nature, whether or not such information is designated as "Confidential" or "Proprietary." Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

3. Maintenance of Confidentiality. Unless approved in advance in writing, neither party, nor any of its respective directors, officers, employees or agents, will disclose, transfer, distribute or allow access to any Confidential Information of the other party to any of its directors, officers, employees or agents, except those who have a need to know such Confidential Information in order to give effect to the parties' mutually intended purpose, and only to the receiving party's directors, officers, employees and agents that are bound by an enforceable duty of confidentiality or have entered into confidentiality agreements with the receiving party in a form substantially similar to this Agreement. Confidential Information of a disclosing party will not be used by a receiving party except in order to give effect to the parties' discussions and mutually intended purpose herein and except in accordance with this Agreement.

Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information provided that in no event shall it take less than reasonable measures. In addition, a party may disclose Confidential Information if it is required by law to disclose the Confidential Information, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure, if legally permitted, and



reasonable assistance in obtaining an order protecting the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

4. Reproduction. Each party agrees that Confidential Information belonging to the other shall be copied, reproduced, summarized or abstracted only as necessary to continue their business relationship. The parties each agree to take all reasonable steps necessary to safeguard Confidential Information belonging to the other to prevent its copying, reproduction, summarization, or abstraction by unauthorized persons.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

7. No License. Nothing in this Agreement is intended to grant any rights to either party under any copyright, trademark, patent or mask work right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

8. Term. Unless otherwise agreed to in writing, the term of this Agreement shall commence on the date this Agreement is signed by ENPOINTE and continues thereafter until the earlier to occur of (i) the date on which the parties' end their discussions about a potential business opportunity without engaging in any business relationship, and (ii) a period of two (2) years from the commencement date of this Agreement if the parties engage in a business relationship. In the event that the parties engage in a business relationship, this Agreement shall continuously renew after the initial two-year term for successive one-year terms unless either party provides written advance notice to an authorized representative of the other party of its decision not to renew this Agreement. Confidential information shall be protected during the term of this Agreement and for a period of five (5) years following the termination of this Agreement, however occurring, provided, however, that the obligations of the parties to maintain the confidentiality of any Confidential Information constituting a trade secret of a party shall survive the termination of this Agreement and the parties other obligations hereunder so long as such Confidential Information continues to be a trade secret.

9. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other legal or equitable remedies.

10. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Minnesota, without reference to conflict of laws principles, and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in



U.S. District Court for the District of Minnesota or, if such court does not have subject matter jurisdiction, the courts of the State of Minnesota sitting in Hennepin County. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in counterparts, each of which, when so executed and delivered (whether in original or electronic form), shall be deemed an original, and all of which shall constitute one and the same Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed and delivered this Mutual Nondisclosure Agreement effective as of the date of execution by ENPOINTE, as set forth below.

Company Name: ENPOINTE

Address: _____

City/ST/ZIP: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Company Name: _____

Address: _____

City/ST/ZIP: _____

Name: _____

Signature: _____

Title: _____

Date: _____