

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made effective as of _____ by and between National Payment Systems Corp. and the Legal Entity described below.

Legal Entity Contact Information:

ISO's Legal Name:	Business Name of Account (Doing Business As)
Business Address:	Owner/Officer(s) Name:
City, State, Zip	Title: Contact Person: (other than owner)
Business Phone:	Email Address: @
Fax Number:	Cell Telephone: Alternate Telephone:
Federal Tax ID #, or Social Security #	State Sales Tax ID#

In this Agreement, National Payment Systems Corp. who owns the Confidential Information will be referred to as "NPSGLOBAL", and the above named Individual, and Business Entity, to whom the Confidential Information will be disclosed, will be referred to as "Recipient".

NPSGLOBAL is engaged in the sale of services and software applications for electronic check processing and other applications that utilize Electronics Funds Transfer (EFT) via the banking system, Automated Clearing House (ACH) and the Federal Reserve, to end users in retail businesses in select industries. NPSGLOBAL also remarkets retail products that provide credit card processing, check verification; check guarantee, and cashless instruments utilized as payment solutions to merchants nationwide.

Recipient is engaged in _____

Information will be disclosed to Recipient to determine whether Recipient could assist NPSGLOBAL with development of NPSGLOBAL's software products and retail products. NPSGLOBAL has requested that Recipient protect the confidential material and information, which may be disclosed between NPSGLOBAL and Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material, which is proprietary to NPSGLOBAL, whether or not owned or developed by NPSGLOBAL, which is not generally known other than by NPSGLOBAL, and which Recipient may obtain through any direct or indirect contact with NPSGLOBAL.

A. Confidential Information includes without limitation:

- business records and plans
- financial statements
- customer lists and records
- trade secrets
- Technical information
- Products

- Inventions
 - Product design information
 - Process design information
 - Pricing structure(s)
 - Discounts
 - Costs
 - Computer programs, applications and listings
 - Source code and/or object code
 - Copyrights and other intellectual property
- And other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by NPSGLOBAL by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of NPSGLOBAL, which provides NPSGLOBAL with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of NPSGLOBAL. In addition, Recipient agrees that:

i. No Copying/Modifying. Recipient will not copy or modify any Confidential Information without the prior written consent of NPSGLOBAL.

ii. Application to Employees. Further, Recipient shall not disclose any Confidential Information to any employees, associates, affiliates, or business partners of Recipient, except those employees, and others, who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of NPSGLOBAL.

iii. Unauthorized Disclosure of Information. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, NPSGLOBAL shall be entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. NPSGLOBAL shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of NPSGLOBAL, Recipient shall return to NPSGLOBAL all written materials containing the Confidential Information. Recipient shall also deliver to NPSGLOBAL written statements signed by Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

IV. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between NPSGLOBAL and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of NPSGLOBAL, even if suggestions, comments, and/or ideas made by

Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

V. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Ohio. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

VI. NON-SOLICITATION, NON-CIRCUMVENTION. Recipient agrees that neither Recipient nor any of its affiliates, subsidiaries, or agents will actively solicit any NPSGLOBAL Bank, customer, merchant, ODFI (Originating Depository Financial Institution) or ACH Processor, or any Bank, customer, merchant, or ACH Processor, of an NPSGLOBAL subsidiary, affiliate, agent or customer, directly or indirectly, for the purposes of providing or obtaining ACH Processing Services, Credit Card Processing Services, Check Guarantee, or similar services or products that are substantially the same and compete directly or indirectly with those provided by NPSGLOBAL.

VII. ATTORNEY'S FEES. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relieve to which that party may be entitled.

VIII. ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Notwithstanding the foregoing sentence, however, Recipient may not assign this Agreement without the prior written consent of NPSGLOBAL.

Information Owner:
National Payment Systems Corp./NPSGLOBAL

By: _____
Greg Beasley
President

Recipient:

Print Individual's Name and Business Entities' Name

By: _____
Business Entity

Signature: _____

Title: _____

By: _____
An Individual – Print Name

Signature: _____

NPSGLOBAL.com
NATIONAL PAYMENT SYSTEMS and *AFFILIATED COMPANIES*

ELECTRONIC PAYMENT PROCESSING

"Providing access to a world of business" sm

We thank you for your interest in the National Payment Systems EFT Reseller Program. Our program is an Independent Sales Agent/Organization marketing partnership especially designed for the true entrepreneur who desires unlimited earnings potential.

For immediate consideration, please print the entire form below, complete, and send via fax to our Sales Center. Fax number: 309.417.0230 Attn: Channel Group Sales.

**INDEPENDENT SALES ORGANIZATION/AGENT (ISO/ISA)
RESELLER APPLICATION & VENDOR PROFILE**

PERSONAL INFORMATION

Principal's Name _____ SS# _____

Home Address _____ Phone _____

City _____ State _____ Zip _____

What area(s) do you wish to cover? _____

Est. \$ volume to NPS monthly _____

Est. Number of applications monthly _____

Do you have a web page or web site? _____

If yes, list your URL:

<http://> _____

Email: _____

BUSINESS INFORMATION

DBA Name _____ FEIN _____

Business Address _____

City _____ State _____ Zip _____

Business Phone _____

Fax# _____ Pager# _____ Mobile# _____

Time in Business _____

Type (Circle one) Corporation Partnership Proprietorship

WHICH EFT SERVICE ARE YOU MOST INTERESTED IN REMARKETING?:

Previous Sales Experience _____

Number of Reps (current/projected) _____

List of Products/Equipment/Services currently selling: _____

Companies you currently represent: _____

Business References:

1. _____ Phone _____

2. _____ Phone _____

3. _____ Phone _____

Acknowledgement

Each person signing below certifies that all the information provided is true and complete. Each person authorizes NPS corporate office to make whatever inquiries it deems necessary to qualify, verify, or research any statement made on this application. Applicants also understand that upon approval of this application, they must comply with NPS sales policy, company policies, and applicable banking regulations.

X _____ TITLE _____

X _____ TITLE _____

X _____ TITLE _____

*****For NPS Sales Office use only*****

Application Re'cd _____

ISA Approved by _____

ISA Number issued _____

Territory _____

Reseller ID# _____

*Copyright 2001 NPS CORP., All Rights Reserved
Electronic Funds Transfer (ACH) Services ● Electronic Payment Processing
<http://npsglobal.com/>*

