



MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement (the "Agreement"), is made this ____ day of _____, 20__ (the "Effective Date") by and between _____ ("____") and infinit Technologies, LLC ("infiniT").

RECITALS

A. In connection with a possible business relationship between the parties involving the design and development of valuable, confidential, and proprietary software code / operational systems information and technology (the "Transaction"), and in order to induce the parties hereto to disclose and reveal certain Confidential Information (as described below) for the limited purpose of enabling them to (i) evaluate the proposed business relationship; (ii) to evaluate any prospective business arrangements; and to (iii) protect such Confidential Information, _____ and infinit hereby agree as set forth herein.

B. In connection with these discussions, certain confidential and proprietary information regarding each party may be disclosed to the other party to permit the other party to evaluate the potential Transaction. The parties are willing to reveal to the other in confidence, Confidential Information (as described below) to evaluate its own, as well as the other's, concepts and ideas pertaining to system operations and unique software code in furtherance of developing the product(s) for market.

C. Both parties agree to accept the disclosure of the Confidential Information (as described below) from the other party for the limited purpose of assisting the other with the evaluation, production, development and design of software technology and are willing to (i) maintain in strict confidence all such Confidential Information (as described below), and (ii) neither use, market, sell, convey, nor disclose such Confidential Information without the express written permission of the disclosing party.

D. Each party desires to establish the terms under which it will disclose certain confidential and proprietary information. The receiving party will follow a policy of protecting the disclosing party's Confidential Information (as described below), as well as the intellectual property rights relating thereto. Both parties are hereby informed and unequivocally understand

that the disclosing party intends to apply for and register all available intellectual property rights and to enforce same in accordance with all available legal and equitable remedies.

E. Each party has required the other to enter into this Confidentiality and Nondisclosure Agreement before mutual disclosure of Confidential Information (as described below). NOW THEREFORE, for and in consideration of good and valuable information, the receipt and sufficiency of which is hereby acknowledged, _____ and infinit, intending to be legally bound, do hereby agree as follows:

1. Confidential Information.

For purposes of this Agreement, “Confidential Information” means: (i) any information which is disclosed during the Disclosure Period (defined below), which is or should be reasonably understood to be confidential or proprietary to the disclosing party, which information may include, without limitation, information concerning the disclosing party’s products, services, business, ideas, trademarks, patents, copyrights, trade secrets, intellectual property, innovations, inventions, discoveries, improvements, know-how, technology, software, applications, source code, user-interface, indexes, media, catalogues, schema, techniques, developments or experimental work, research and test results, client names or client lists, marketing, business strategies, plans, forecasts, processes and data, projections, budgets, unpublished financial information, investments, investment returns, investors, costs and pricing information, suppliers, project information, information concerning employees (including identifying information, salaries, benefits, responsibilities and abilities), work in process, or any other confidential and secret matter relating to the disclosing party’s products or services, client and client information, client, presentations, formulas, licenses, agreements, systems, compilations, devices, designs, concepts, content, business activities, including all information which is not generally known to the public, and that either derives economic value, actual or potential, from not being generally known, or has a character such that the disclosing party has a legitimate interest in maintaining its secrecy. For purposes of this Agreement, Confidential Information shall include all of the above regardless of its means or mechanism of transmission whether: (a) via electronic or digital processes; (b) in written, verbal, magnetic or any other medium; or (c) by way of copies or reproductions, in whole or in part, of such information. Each party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs, prototypes, schematics, hardware, or other tangible object contained in the Confidential Information of the other Party without the prior written consent of the other Party.

2. Use and Non-Use of Confidential Information.

The receiving party will not use or allow the use of the Confidential Information for any purpose except for the purpose(s) stated herein. The Confidential Information will be kept

confidential and shall not be disclosed, in whole or in part, to any person other than the receiving party's affiliates, consultants, advisors, potential sources of financing, officers, directors, employees, agents or representatives (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating the proposed Transaction; provided that (a) the receiving party expressly requires, in writing, that the receiving party's Representatives that receive Confidential Information to be bound by the confidentiality obligations contained in this agreement to the fullest extent as if they were parties hereto, and (b) the receiving party shall be responsible for any breach of such provisions by any of the receiving party's Representatives that receive Confidential Information. The receiving party agrees to immediately notify the disclosing party, in writing, of any inadvertent disclosure, misuse or misappropriation of the Confidential Information of the disclosing party, which may come to its attention.

3. Confidentiality and Disclosure Period.

This Agreement pertains to Confidential Information disclosed during (the "Disclosure Period") which is defined as the time period commencing with the Effective Date and ending on the earliest of: (i) termination of dealings between the parties and delivery of written notice thereof by either party specifically referencing this Agreement; (ii) a definitive agreement is entered into between the parties hereto which then governs the treatment of confidential information disclosed thereafter; or (iii) twenty-four (24) months after the Effective Date. All Sections which by their nature are intended to survive termination of this Agreement, which shall be binding in perpetuity or until the latest date permitted by law, this Agreement shall terminate and be of no further force or effect on the fifth anniversary of the date hereof.

4. Standard of Care.

The receiving party shall protect the Confidential Information received hereunder from disclosure to any person, firm, corporation or other third party (except to the receiving Representatives who have a need to know) by using the same degree of care that it uses to prevent the unauthorized disclosure of its own confidential information of a like nature, but in no event less than a reasonable degree of care.

5. Exclusions.

This Agreement imposes no obligation upon the receiving party with respect to information that: (a) was rightfully in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without a duty of confidentiality who has the lawful right to disclose the information; (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party; (e) is disclosed under operation of law, except that the receiving party will disclose only

such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed; or (f) is disclosed by the receiving party with the disclosing party's prior written approval.

6. Warranty.

IT IS UNDERSTOOD THAT NO REPRESENTATIONS OR WARRANTIES ARE BEING MADE BY EITHER PARTY AS TO THE COMPLETENESS OR ACCURACY OF ANY CONFIDENTIAL INFORMATION.

7. Ownership and Other Rights.

If the furnishing of any Confidential Information hereunder involved or involves the disclosure of any technical data or know-how, such disclosure shall not be construed as the grant of any license, or of any right to use the same, except for the purpose stated herein. Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the intended use set forth herein. This Agreement does not impair the disclosing party's right to contest the validity or defend against infringement of any patent, trademark or copyright that may have been or may hereafter be obtained based on the Confidential Information.

8. Return of Confidential Information.

As between the parties, all Confidential Information in whatever form shall remain the property of the disclosing party. All Confidential Information shall be returned to the disclosing party promptly upon the disclosing party's written request and shall not be retained in any form by the receiving party, and the receiving party shall destroy all written summaries or synopses of Confidential Information.

9. Non-waiver.

Any failure by either party to enforce the other party's performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

10. Breach and Relief.

The parties agree that in the case of disclosure of Confidential Information in contravention of this Agreement that a monetary remedy for any damages will be inadequate, impracticable, and extremely difficult to prove. It is agreed that such a breach would cause irrevocable and irreparable harm, and that the injured party shall be entitled to temporary and permanent.

injunctive relief, in addition to all other remedies it may have hereunder or by law, without the necessity of proving actual damages or without the placement or filing of a bond. The ability to seek injunctive relief shall not prohibit the injured party from seeking a remedy for actual monetary damages. In the event of a dispute the substantially prevailing party shall be entitled to recover attorneys' fees and costs including those related to any appeal. This Agreement is made under and shall be construed according to, the laws of the State of Minnesota, U.S.A. except for its conflicts of laws principles. Each party irrevocably consents to the jurisdiction of the federal and/or local courts located the State of Minnesota, U.S.A. in connection with any action violating this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

11. Interference with Business; Non-Solicitation.

The parties acknowledge that due to the nature of this Agreement, both will have access to Confidential Information and trade secrets. The undersigned parties further acknowledge the importance of each other's employees to their respective businesses. The undersigned parties therefore agree that during the Disclosure Period beginning on Effective Date and ending two (2) years following termination thereof for any reason, neither party shall directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise: (a) divert or attempt to divert from the other any business of any kind, including without limitation the solicitation of or interference with any customers, clients, members, business partners or suppliers; (b) circumvent or attempt to circumvent the other party's business relationships with any customers, clients, members, business partners or suppliers that are known, or should reasonably be known; and/or (b) solicit, induce, recruit or encourage, or attempt to solicit, induce, recruit or encourage any person employed by the other party to terminate his or her employment.

The undersigned parties represent, warrant, covenant and agree that each of its officers, directors, employees, agents and owners (stockholders, members or otherwise) have agreed in writing to abide by the policies, procedures, covenants and requirements contained in this Agreement, including, without limitation, those contained in this Section 11, and that they shall be respectively liable for any violations of said policies, procedures, covenants and/or requirements by its officers, employees, agents and owners.

12. Miscellaneous.

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all.

purposes (a) on the delivery date if delivered personally to the party to whom the same is directed; (b) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; (c) five (5) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available; (d) if by facsimile transmission, upon issuance by the transmitting machine of a confirmation slip confirming the number of pages constituting such notice have been transmitted without error and the party giving such notice calls to confirm the receipt; or (e) if by electronic mail, the party giving such notice calls to confirm the receipt and receives acknowledgment. In the case of infinit, such notice will be provided to infinit Technologies, LLC, 1000 Providence Lane, Sartell, MN 56377 Telephone 320-980-6338, Email joseph.salaski@infinitwifi.com, with a copy to Corporate Counsel, Quinlivan & Hughes, P.A. 1740 W. Saint Germain St. Saint Cloud, MN 56301. Ronald W. Brandenburg. In the case of _____, such notice will be provided to _____ at the company address of _- _____, Telephone _____, Email _____.

All additions or modifications to this Agreement must be made in writing and signed by an officer, partner, or member of each party. This Agreement may be executed in counterparts and delivered by facsimile transmission, each of which shall be deemed an original and both of which together shall constitute one and the same document.

Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except upon the sale of all or substantially all of its assets.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Accepted and agreed:

X _____ X _____

Name _____ Name _____

Title _____ Title _____

On behalf of (as applicable): _____ On behalf of (as applicable): _____

Date _____ Date _____