

MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
(Third Party Service Providers)

THIS MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into and made effective as of the last date executed below, by and between _____, a _____, corporation ("Supplier") and TRITON SYSTEMS OF DELAWARE, INC., a Delaware corporation ("Triton"). The terms "Discloser" and "Recipient" refer respectively to the party disclosing or receiving a specific item of Proprietary Information (defined below).

WHEREAS, Triton is engaged in the business of manufacturing and marketing certain types of financial transaction equipment and related products;

WHEREAS, Supplier may from time to time be engaged to provide services to Triton;

WHEREAS, in the course of providing such services, Recipient may receive from or be granted access by Discloser to certain information deemed confidential and proprietary by Discloser for the sole purpose of Recipient providing or receiving such services; and

WHEREAS, this Agreement allows Recipient to receive or gain access to the Proprietary Information for the Purpose (defined below), subject to Recipient's agreement to abide by the terms and conditions provided herein.

NOW THEREFORE in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto each agree as follows:

1. Recipient may use any Proprietary Information obtained from Discloser in the course of providing or receiving services (as the case may be) solely for the purpose of Recipient providing or receiving such services (the "Purpose"). The term "Proprietary Information" shall mean any information, material or data of any nature whatsoever, whether written or oral, and whether or not patentable, and whether or not being clearly designated, labeled or marked as confidential or its equivalent at the time of disclosure, including, but not limited to, trade secrets, system designs, circuit schematics, inventions, discoveries, improvements, concepts, technology, pricing policies, financial information of any nature whatsoever, or any information regarding Discloser's customers, services, sales, marketing techniques and strategies and any information, whether or not clearly designated, labeled or marked as confidential when the nature of such information makes it obvious that it is proprietary and/or confidential. The following information will not be considered Proprietary Information:

a. Information that was at the time of disclosure by Discloser to Recipient in the public domain;

b. Information that, prior to the disclosure by Discloser, was in the possession of Recipient as a matter of written record;

c. Information that was independently developed by Recipient;

d. Information that was approved for release by written authorization of Discloser;
or

e. Information that Recipient can show was received from a third party who was not under an obligation of confidentiality to Discloser.

2. Recipient agrees that for a period of five (5) years from the date of disclosure to receive and maintain Discloser's Proprietary Information in confidence using the same degree of care Recipient protects its most valuable, proprietary and/or confidential information, but no less than reasonable care. Recipient shall only permit the Proprietary Information received hereunder to be disclosed on a "need to know" basis (*i.e.*, only for the Purpose). Recipient shall ensure that all persons given access to the Proprietary Information shall be made familiar with and agree to be bound by the requirements of this Agreement and Recipient shall be responsible for any breach of this Agreement by any such person. Recipient shall not make, nor shall Recipient permit any other person to make, any copies or abstracts of the Proprietary Information, in whole or in part, or to decompile or reverse engineer any such Proprietary Information.

3. In the event that Recipient is requested or required (by a governmental agency or in any legal proceeding, subpoena, civil investigation demand or other similar process by law) to disclose any of the Proprietary Information, Recipient shall in advance of any disclosure provide Discloser with prompt notice of such request, requirement or demand so that Discloser may seek a protective order or other appropriate remedy and/or waiver in order to protect its rights provided under this Agreement.

4. This Agreement shall continue in full force and effect and be binding upon the parties until such time as the Purpose has been completed or this Agreement has been terminated; provided, however, no termination or expiration of this Agreement or any other agreement between the parties shall effect Recipient's obligation of confidentiality hereunder with respect to any Proprietary Information that has been disclosed prior to any such termination or expiration. Upon Discloser's written request, Recipient shall promptly return to Discloser (or, at Discloser's option, certify to Discloser the destruction of) all of Discloser's Proprietary Information (in any tangible medium, including any electronic format, any sample of products and all copies thereof) and make no further use of any such Proprietary Information for any purpose, or upon Discloser's option, certify in writing to Discloser that all Proprietary Information (in any tangible medium, including any electronic format, any sample of products and all copies thereof) has been destroyed.

5. Recipient acknowledges and agrees that nothing in this Agreement, nor the disclosure of any Proprietary Information, shall be construed as granting to or conferring upon Recipient or any other person any rights of any kind, by license or otherwise for any invention, discovery or improvement made, conceived or acquired by Discloser prior to or after the effective date of this Agreement. Further, the parties hereto agree that this Agreement is not, and shall not be construed as, an agreement by either party to enter into any business transaction or create any joint venture, partnership, affiliation or other business relationship between the parties. This Agreement does not obligate either party to disclose any information to the other party.

6. Recipient shall not delete or cause to be deleted any proprietary rights notices, marks or legends provided on any of the Proprietary Information.

7. The parties hereto agree that if there is a breach by the other party of any of the covenants contained herein, the damage to the non-breaching party will be substantial, although difficult to quantify, and monetary damages will not afford the non-breaching party an adequate remedy. Therefore, if any such breach occurs, in addition to any other remedies as may be provided by law, the non-breaching party shall have the right to specific performance of the covenants contained herein by way of seeking temporary or permanent injunctive relief.

8. The parties hereto consider the restrictions contained herein to be reasonable to the protection of business and as to the scope of time. If, however, such restrictions are found by a court having competent jurisdiction to be too broad, then such restriction will nevertheless remain effective for the time considered by that court. Any duty or obligation imposed upon Recipient pursuant to this Agreement may be specifically enforced against Recipient in any court of competent jurisdiction.

9. This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi, without regard to conflicts of law provisions thereof. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts of Harrison County, Mississippi. The prevailing party in any action or proceeding to enforce such party's rights under this Agreement shall be entitled to recover its costs and attorneys' fees.

10. This Agreement may not be assigned without the other party's prior written approval. Any assignment made without such written approval shall be void.

11. This Agreement contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments or agreements, oral or written, as to such subject matter. This Agreement may be modified or amended only in a writing signed by both of the parties.

On the date set forth below, each individual signing below hereby represents and certifies that he/she is duly authorized and empowered to enter into this Agreement on behalf of his/her respective company/organization.

a _____ corporation

TRITON SYSTEMS OF DELAWARE, INC.,
a Delaware corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____