



MUTUAL NON-DISCLOSURE AGREEMENT

This AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2009, by and Between the **VendTechs, Corporation**, a Nevada Corporation, with offices located at: 2695 Villa Creek Lane Dallas, Texas 75234 Suite #115 ("VendTechs"), and _____, a ____ corporation with offices at:

("Company") to protect and safeguard the confidential and proprietary information of the respective parties and to safeguard and not disturb the continuing operations of the respective parties. Whereas, to facilitate discussions regarding the prospective business relationship between the parties in contemplation of the parties entering into a formal agreement, the parties acknowledge that it may be necessary for either party (the "Disclosing Party") to disclose to the other party (the "Receiving Party") respective confidential and proprietary information of the Disclosing Party including, but not limited to, the Disclosing Party's customer information, cost and pricing information, marketing techniques, technical information, financial information and any and all non-public, competitively or technically valuable information (collectively "Confidential Information"); and Whereas, the parties agree, that to facilitate the exchange of Confidential Information, each respective party to this Agreement and each party's officers, principals, employees and affiliates of each respective party (for him, her, itself, or for any other person, firm, corporation, or business) acknowledge and agree as follows:

1. The Disclosing Party shall retain all rights, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same, which is now or thereafter may be obtained by the Receiving Party or any other party is either granted or implied by the disclosure of Confidential Information. Neither party shall use the name, trademark, service mark, logo or any other symbol of the other party without the other party's prior and express written consent.
2. Each party agrees to limit access to such Confidential Information to authorized employees (and not to independent contractors, representatives or outside agents) who have a substantial need to know the Confidential Information in order for the party to participate in the matter of mutual interest described above and not to disclose such Confidential Information in whole or in part, including derivations, to others or authorize anyone else to disclose such Confidential Information to others without the prior written approval of the Disclosing Party.
3. Confidential Information shall be used only for purposes of work, services or analysis related to the matter of mutual interest described above and for other purposes only upon such terms as may be mutually agreed upon between the parties in writing.
4. The Receiving Party agrees to return promptly to the Disclosing party any copies, including all derivations, of such Confidential Information in written or other tangible form upon request of the Disclosing Party or once use of such information to the limited extent permitted hereunder is complete or 2 upon termination of this Agreement.

5. The parties hereto agree that neither the disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information. It is understood by the parties that there is no obligation of either party to enter into any further agreement or negotiation with the other except upon such terms and conditions as may be mutually agreed upon, however, the terms and conditions in this Agreement including without limitation the use and disclosure of the Confidential Information are absolute and binding upon both parties hereto.
6. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyright; any right of privacy; or any rights of third persons. The Confidential Information is being provided "as is" and neither party makes any warranty, whether express or implied or statutory, as to the description, quality, title, non-infringement, merchantability, completeness or fitness for a particular use or purpose as to any Confidential Information provided hereunder, all such warranties hereby being expressly excluded and disclaimed.
7. The foregoing obligations regarding disclosure of Confidential Information shall not apply, however, to any part of the Confidential Information which: (a) was already in the public domain or which becomes so through no fault of the Receiving Party; (b) was already known or lawfully disclosed to the Receiving Party prior to receipt hereof; (c) is expressly approved for release by written authorization of the Disclosing Party; or (d) is disclosed pursuant to any judicial or governmental request, requirement or order provided, however, the Receiving Party takes all reasonable steps to provide prompt and sufficient notice to the Disclosing Party so that the Disclosing Party may contest such request, requirement or order.
8. If either party commits a material default or breach of its representations or warranties under this Agreement, the other party shall be entitled to terminate this Agreement immediately and recover any reasonable costs incurred in enforcing or protecting its rights hereunder.
9. Both parties acknowledge and agree that any unauthorized use or disclosure of the Confidential Information may be a violation of the respective party's trade secrets and may constitute unfair competition. The parties agree that an impending or existing violation of these confidentiality provisions or the non-solicitation provisions below would cause irreparable injury for which there is no adequate remedy at law, and agree that either party may be entitled to obtain immediate injunctive relief prohibiting such violation in addition to any other rights and remedies available to it. Both parties acknowledge and agree that it will not engage in any act of unfair competition during the term of this Agreement or at any other time thereafter.
10. Neither party shall transmit, directly or indirectly, the Confidential Information nor any technical data received from the other party, nor the direct product thereof, outside the United States without the Disclosing Party's prior written consent and in accordance with all export laws and regulations of the United States. The parties agree that they do not intend nor will they, directly or indirectly, export or re-export any Confidential Information to any end-user who either party knows or has reason to know will utilize it in the design, development or production of nuclear chemical or biological weapons or to any end user who has been prohibited from participating in U.S. export transactions by the U.S. Government.
11. The parties hereto agree not to solicit nor encourage any employees (or independent contractors employed primarily by the other party) of the other party to leave its employ for a period of years (2) year from the date of this Agreement. Notwithstanding any other agreement or anything to the contrary contained herein, the provisions in this paragraph shall not be applicable in the event (a) Company ceases doing business as a going concern or transfer ownership of all or a substantial portion of its assets; (b) either party voluntarily files a bankruptcy petition, or if such party makes an assignment for the benefit of creditors, or consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets and properties, or takes or suffers similar action in consequence of indebtedness; or (c) a petition in bankruptcy is

filed against either party and is not dismissed within thirty (30) days of being filed or, without the party's consent or acquiescence, a trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties is appointed and such appointment is not vacated within thirty (30) days thereafter.

12. This Agreement shall not be assignable or transferable by either party without the prior written consent of the other and this Agreement shall be binding on affiliates, subsidiaries, representatives, agents, successors and assigns of the parties.
13. This Agreement shall be construed in accordance with the laws of the State of TEXAS. Any disputes hereunder shall be adjudicated in the Dallas, TX Superior Court.
14. This Agreement shall remain in force for the period of one year from the date first written above, unless superseded by a formal agreement between the parties or terminated by either party in writing at least thirty (30) days prior to the expiration of this term. Notwithstanding termination of this Agreement, the provisions relating to the confidentiality of information shall survive termination of this Agreement.
15. Any amendment or modification to this Agreement must be in writing and signed by an authorized signatory of both parties to be valid and enforceable.
16. This Agreement represents the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

VendTechs, LLC

Company _____

Authorized Representative's Signature

Authorized Representative's Signature

Printed Name, Title

Printed Name, Title

Date

Date