Mindcoin, LLC Mutual Nondisclosure & Non Circumvention Agreement

This Mutual Nondisclosure Agreement (the "Agreement") is made by and between Mindcoin, LLC ("MC"), with the address 6 Carla Circle, Birmingham, AL 35213 and undersigned below (whether by individual or by company) with the address of undersigned below ("Company").

1. Purpose. MC and the Company wish to explore a possible business opportunity of mutual interest (the "Relationship"), in connection with which each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other.

2. Definition of Confidential Information. "Confidential Information" or "CI" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to land for sale, owners of land for sale, auctions, conservation easements, research, product plans, products, developments, processes, spreadsheets, markets, software (including source and object code), Revealdeal, sales rep compensation plans, business plans, customers, pro-formas, marketing or finances of the disclosing party, which CI is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure. CI shall also specifically include the terms of this Agreement and neither party shall disclose the existence of this Agreement or the Relationship.

3. Nondisclosure of Confidential Information.

(a) MC and the Company each agree not to use any CI disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither party shall disclose or permit disclosure of any CI of the other party to third parties or to employees of the party receiving CI, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship. Each party has had its directors, officers, employees, consultants and agents who have access to CI of the other party agree to protect CI in substantially the same manner required by this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of CI of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own CI of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of CI of the disclosing party which may come to the receiving party's attention.

(b) Notwithstanding the above, neither party shall have liability to the other with regard to any CI of the other which the receiving party can prove: (i) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (ii) is disclosed with the prior written approval of the disclosing party; (iii) was independently developed by the receiving party without any use of the CI of the disclosing party and by employees of the receiving party who have not had access to the CI, as demonstrated by files created at the time of such independent development; (iv) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not known by receiving party to be in violation of the disclosing party's rights; (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, or is otherwise required by applicable law or regulatory process; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party (to the extent that such notice does not contravene any applicable law or similar regulation) to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

4. No Modification. MC and the Company each agree that it shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs or designs contained in the CI of the other party unless permitted in writing by the disclosing party.

5. Return of Materials. Any materials or documents that have been furnished by one party to the other in connection with the Relationship shall be promptly returned or destroyed by the receiving party, accompanied by all copies of such documentation, within ten (10) days after the written request of the disclosing party; provided, however, that nothing herein shall be construed to limit the receiving party's ability to fulfill its compliance obligations.

6. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's CI other than the limited right to review such CI solely for the purpose of determining whether to enter into the Relationship.

7. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date two (2) years following the date of this Agreement.

8. Remedies; Indemnification. MC and the Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. MC and the Company each expressly agree that due to the unique nature of the disclosing party's CI, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, MC and the Company each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

9. **Non-Circumvention.** MC and the Company agree to protect the confidentiality of sources and/or third parties that each will present in various roles and activities. This protection will include the non-circumvention as well any CI disclosures. Parties shall not enter into any business transactions with any such third party that directly compete with current business opportunities by exploiting or deriving any benefit from the CI.

10. General. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that CI of the disclosing party may not be assigned without the prior written consent of the disclosing party unless the assignee shall be the successor entity to the assignor upon the dissolution of the assignor in its present form. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. This Agreement and all acts pursuant hereto shall be governed in accordance with the laws of the State of Alabama, without giving effect to principles of conflicts of law. Any term of this Agreement may be amended with the written consent of the Company and Third Party. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein.

The parties have executed this Mutual Nondisclosure Agreement as of the later date indicated below.

Company (undersigned)   **Mindcoin, LLC**

_____ _____

By: _____   By: _____
                                       Richard Randolph

Title _____   Title: Manager

Date: _____   Date: _____