

NONDISCLOSURE AGREEMENT

ElectionMall.com Inc.

In connection with a contemplated transaction or agreement by and between the undersigned and ElectionMall.com, Inc. (each a "Party," and collectively the "Parties"), the Parties have disclosed or may disclose information which has commercial and other value in their respective businesses and is confidential or proprietary in nature (including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patent able or not), formulas, computer programs, databases, technical drawings, designs, algorithms, technology, circuits, layouts, designs, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information), or may be marked as "confidential" or "proprietary," which to the extent previously, presently or subsequently disclosed is hereinafter referred to as the "Proprietary Information" of each Party.

In consideration of the Parties' discussions and any access each Party may have to Proprietary Information of the other, the Parties hereby agree as follows:

1. Each Party agrees (a) to hold the Proprietary Information of the other Party in strict confidence and to take all precautions to protect such Proprietary Information as each Party employs with respect to its most confidential materials, but in no case shall the Party receiving such Proprietary Information (the "Receiving Party") employ less than reasonable precautions, (b) not to disclose any such Proprietary Information or any information derived there from to any third person, except a Receiving Party's consultants or contractors who are bound at the time of disclosure by a non-disclosure agreement with terms at least as restrictive as the terms in this agreement, (c) not to make any use whatsoever at any time of such Proprietary Information except for the sole limited business purposes of evaluating the Proprietary Information internally to determine whether to enter into the contemplated transaction or agreement between the Parties, and (d) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information. Any employee given access to any such Proprietary Information must have a legitimate "need to know" and shall be similarly bound in writing by a non-disclosure agreement with terms at least as restrictive as the terms in this agreement. This agreement shall not be construed to limit either Party's right to develop independently or acquire products without the use of the other Party's Proprietary Information.

2. Without granting any right or license, each Party agrees that clauses (a), (b), (c) and (d) of Section 1 above shall not apply with respect to any information that the Receiving Party can document (a) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee thereof) generally available to the public, or (b) was properly in the Receiving Party's possession or properly known by the Receiving Party, without restriction, prior to receipt from the Party disclosing such Proprietary Information (the "Disclosing Party"), or (c) was rightfully disclosed to the Receiving Party by a third party without restriction. The Receiving Party may make disclosures required by court order provided the Receiving Party promptly notifies the Disclosing Party, uses its best efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

3. Each Party acknowledges and agrees that, as between the Parties, the Proprietary Information is and shall remain the sole and exclusive property of the Disclosing Party. Immediately upon (a) the decision by either Party not to enter into the contemplated transaction or agreement, or (b) a written request by the Disclosing Party at any time (which will be effective when actually received or three days after mailed to the Receiving Party first class postage prepaid), the Receiving Party will immediately cease all use of and return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. Each Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the other Party, which shall be disclosed, if at all, solely at the option of the other Party, or (ii) requires either Party to negotiate or proceed with any contemplated transaction or agreement in connection with which Proprietary Information may be disclosed.

4. Each Party represents and warrants that such Party's performance of and compliance with this agreement will not result in any violation, or be in conflict with or constitute a default under any of the

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terms, conditions or provisions of any material document, agreement or other instrument executed by such Party or by which such Party is bound.

5. Except to the extent required by law, the Parties shall not disclose the existence or subject matter of the negotiations or business relationship contemplated by this agreement.
6. The failure of any Party to perform or comply with its obligations hereunder will constitute a breach of this agreement by such Party.
7. Each Party acknowledges and agrees that due to the unique nature of the Company's Proprietary Information, there can be no adequate remedy at law for any breach of the Parties' obligations hereunder, that any such breach or any unauthorized use or release of any Proprietary Information by the Receiving Party will allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. Each Party will notify the other in writing immediately upon the occurrence of any such unauthorized release or other breach by such Party of which it is aware and shall immediately take reasonable actions to correct such unauthorized release or breach.
8. This Agreement shall be governed by the laws of the State of Illinois without regard to the conflicts of law provisions thereof. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.
9. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Northern District of Illinois or in the state courts of the State of Illinois and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party; provided, however, that this Section shall not prevent a Party against whom any legal action, suit or proceeding is brought by the other Party in the state courts of the State of Illinois from seeking to remove such legal action, suit or proceeding, pursuant to applicable Federal Law, to the district court of the United States for the district and division embracing the place where the action is pending in the state courts of the State of Illinois, and in the event an action is so removed each Party irrevocably accepts and submits to the jurisdiction of the aforesaid district court. Each Party hereto further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to such Party at its address designated pursuant to this Agreement, with such service of process to become effective 30 days after such mailing.

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10. The obligations contained herein shall continue for five (5) years after the date of disclosure of any Proprietary Information.

ACKNOWLEDGED AND AGREED:

Date: _____

By (Signature): _____

Printed Name

Title

Address:

ELECTIONMALL.COM, INC.

Date: _____

By (Signature): _____

Printed Name

Title

Title

Title

Address:

30 South Wacker Drive

Suite 2200

Chicago, Illinois 60606

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