

EXHIBIT I NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The Army and Air Force Exchange Service (Exchange) agree to furnish certain information to _____ (the "Company") for the purposes of the Company's performance for Direct Deposit Services (the "Contract"). Such Exchange information may be of an actual or potential confidential or proprietary nature to include, but not be limited to, technical, operating, business marketing, financial information, and contract provisions (hereinafter Information).

The Company agrees to receive and use such Information only for the purposes described above, and to otherwise hold such Information confidential pursuant to the terms of this Agreement.

The Exchange has or shall furnish the Company certain Information to those individual(s) of the Company which the Company brings or identifies for discussions and information sharing. The Exchange may further allow the Company the right to discuss, interview or work alongside representatives of the Exchange. The Exchange makes all disclosures and rights based on the following conditions:

1. The Company agrees to hold the Information in trust and confidence and agrees that it shall be used only for the contemplated purposes noted above.

2. The Company shall not disclose the Information except to the Company's directors, officers, employees, attorneys or Third Parties (including, but not limited to, agents, consultants, or contractors) who have a legitimate need to know the Information to negotiate with respect to, participate in, or perform services related to the Contract. Prior to disclosure of Information, the Company shall require the person to whom disclosure is to be made to agree to be bound by the confidentiality obligations set forth in this Agreement. In the case of persons other than the Company's directors, officers, employees, and attorneys, the Company shall not disclose Information without prior notice and consent of the Exchange. The Exchange's consent may be contingent upon obtaining the written consent of the Third Party to be bound by the confidentiality obligations set forth in this Agreement. Notwithstanding the foregoing, the Information shall not include information that is or becomes publicly available (other than as a result of disclosure by the Exchange), information that was available to the Company or Third Party prior to its disclosure hereunder, and information which properly becomes available on a non-confidential basis from a source that is not subject to a confidentiality agreement.

3. At the conclusion of the contract or upon demand by the Exchange, all Information, including, but not limited to, prototypes, written notes, photographs, charts, graphs, sketches, models, reports, memorials or notes taken, shall be destroyed or returned to the Exchange, provided the Company shall be permitted to retain all or any portion of the Information in accordance with the confidentiality obligations specified in this Agreement to the extent required by applicable law or regulatory authority or in a manner consistent with the Company internal document retention procedures, subject to the Company's ongoing obligation and commitment to comply with this Agreement. No copies will be made or retained otherwise without the permission of the Exchange. Any Company or Company sponsored work product, to the extent it incorporates Information, shall also be disposed of in accordance with this

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paragraph. Within ten (10) business days following a written request from the Exchange, the company shall provide the Exchange a certificate signed by a senior officer of the company confirming that the company has complied with the provisions of this Section.

In the event that the Company is requested or required by law, regulation, regulatory authority or other applicable judicial or governmental order to disclose any Information, the Company will provide the Exchange with prompt notice (to the extent permitted by law) of such request or requirement so that the Exchange may seek an appropriate protective order. If, failing the entry of a protective order, the Company is, in the opinion of its counsel, compelled to disclose Information, the Company may disclose that portion of the Information that its counsel advises that it is compelled to disclose and will upon request and at the expense of the Exchange, cooperate with the Exchange in its efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Information that is being disclosed.

This Agreement shall be governed in accordance with applicable Federal law, Federal case precedent, and the Federal Rules of Civil Procedure.

The Company's obligations under this Agreement shall terminate three (3) years after the final payment under the contract.

Any Information disclosed by the Exchange is intended as a basis for continued discussion and does not constitute a commitment by the Exchange to arrange a transaction or other mechanism whereby transactions can get consummated, or an agreement by the Exchange to prepare, negotiate, execute or deliver such a commitment.

Failure by the company to maintain the terms of this Agreement may result in legal action by the Exchange.

AGREED AND ACCEPTED BY: _____
(Company Name)

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

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