

NON-DISCLOSURE, CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT

This Agreement is made this _____ day of _____, 20__ (the "Effective Date") by and between the undersigned (the "Reviewer") and **Vert Mobile, LCC** having an address of **90 Fairlie Street #100, Atlanta GA 30310** (the "Company").

As an express condition to the Company disclosing Confidential Information to the Reviewer and in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Non-Disclosure.** Reviewer hereby agrees to hold all Confidential Information (as defined in Section 2) in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Company. The Reviewer shall disclose Confidential Information only to Reviewer's employees or agents who need to know such information to evaluate a possible business transaction (the "Transaction") with the Company and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Reviewer shall not use any Confidential Information for any purpose except to evaluate the possible Transactions between the parties. The Reviewer shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. Reviewer agrees that it will not interfere with any business of the Company through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Reviewer acknowledges that the Company is neither responsible nor liable for any business decisions made by the Reviewer in reliance upon any Confidential Information disclosed pursuant hereto.
2. **Confidential Information.** "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Reviewer, pertaining in any manner to the Transaction, the business of the Company and/or to the Company's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled as confidential by the Company or otherwise provided by the Company. "Confidential Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Reviewer by the Company, as well as written or verbal instructions or comments.
3. **No Obligation of Confidentiality.** The obligation of confidentiality shall not apply with respect to any particular portion of information if:
 - a. it is in the public domain at the time of the Company's communication thereof to the Reviewer; or
 - b. it entered the public domain through no fault of the Reviewer subsequent to the time of the Company's communication thereof to the Reviewer; or

- c. it was in the Reviewer's possession, free of any obligation of confidence, at the time of the Company's communication thereof to the Reviewer; or
- d. such information was developed by employees or agents of the Reviewer, independently of and without reference to the information and the Reviewer has evidence of such independent development.

Within ten (10) days following either a request from the Company or the completion of business dealings between the parties hereto, the Reviewer will deliver to the Company all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Company, at its sole option, may request in writing that the Reviewer destroy all copies of the Confidential Information. If the Company requests that such Confidential Information be destroyed, the Reviewer will destroy the Confidential Information and, within ten (10) days of the notice from the Company to destroy the Confidential Information, will certify in writing to the Company that the Confidential Information has been completely destroyed.

- 4. **Use of Information by Recipient.** The Reviewer agrees to use the Confidential Information only for the purposes of evaluating a possible Transaction between the parties and in connection with such future collaboration, if any. The Reviewer agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Reviewer shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Company, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder. The Reviewer agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.
- 5. **Non-circumvention.** It is agreed that the parties will work together in a harmonious and mutually beneficial manner. Reviewer and its officers and directors, separately and individually shall not attempt to bypass or circumvent the Company in dealings regarding the Transaction or any other transaction similar to the Transaction, which may involve third parties, agents, or associates of Company and will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under this Agreement by taking any actions to indirectly gain the benefits of the Confidential Information.
- 6. **Remedies.** The Reviewer agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Reviewer recognizes that its violation of this Agreement could cause the Company irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Reviewer agrees that the Company shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Company deems appropriate. This right shall be in addition to any other remedy available to the Company in law or equity.

7. **Ownership of the Information.** Company retains title to its Confidential Information and all copies thereof. The Reviewer hereby acknowledges that the Confidential Information is proprietary to the Company. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.
8. **Termination.** The obligations of confidentiality and other restrictions imposed under Sections 1, 4, and 5 hereof shall not terminate.
9. **General.** This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in a writing signed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of the State of Georgia without giving effect to the conflict of law principles thereof.

ACCEPTED AND AGREED:

(Company Name)

(Reviewer Name)

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Date)

(Date)