

VOXPOPME MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this “**Agreement**”), effective _____, 201_ (“**Effective Date**”), is entered into by and between Voxpopme Inc., a Delaware corporation having offices at 10 West Broadway, Suite 700, Salt Lake City, UT 84101 (“**Voxpopme**”) and [OTHER PARTY’S NAME], a [REDACTED] corporation having offices at [ADDRESS] (“[OTHER PARTY’S NAME]”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”). In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. **PURPOSE.** The Parties wish to explore a business opportunity of mutual interest (the “**Opportunity**”), and in connection with the Opportunity, each Party may disclose certain confidential technical and business information (“**Discloser**”) to the other Party (“**Recipient**”), that Discloser desires Recipient to treat as confidential.

2. **DEFINITION.** “**Confidential Information**” means any information disclosed by Discloser to Recipient (directly or indirectly) that: (i) is disclosed in written, graphic, machine readable or other tangible form (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment) and is marked “Confidential,” “Proprietary” or in some other manner to indicate its confidential nature; (ii) is orally disclosed, provided that such information is designated as confidential at the time of its initial disclosure and reduced to a written summary by Discloser that is marked in a manner to indicate its confidential nature and delivered to Recipient within thirty (30) days after its initial disclosure; or (iii) is otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself. Confidential Information may include information of a third party that is in the possession of Discloser.

3. **EXCEPTIONS.** Confidential Information shall not include any information that: (i) was or becomes publicly known or made generally available without a duty of confidentiality through no wrongful action or inaction of Recipient; (ii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Discloser; (iii) is obtained by Recipient from a third party without an accompanying duty of confidentiality and without a breach of such third party’s obligations of confidentiality; or (iv) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information. Recipient may make disclosures to the extent required by law or court order provided Recipient makes commercially reasonable efforts to provide Discloser with notice of such disclosure as promptly as possible and uses diligent efforts to limit such disclosure and obtain confidential treatment or a protective order and has allowed Discloser to participate in the proceeding.

4. **NON-USE AND NON-DISCLOSURE.** Recipient shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Recipient shall not disclose any Confidential Information to third parties or to Recipient’s employees; except that, Recipient may disclose Confidential Information to its employees who are required to have such information in order to evaluate or engage in discussions concerning the Opportunity, and have signed a non-use and non-disclosure agreement at least as protective of Discloser and its Confidential Information as the provisions of this Agreement. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody Discloser’s Confidential Information. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser, and shall take at least those measures that it employs to protect its own confidential information. Recipient shall promptly notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Discloser’s Confidential Information of which Recipient becomes aware.

5. **NO WARRANTY.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE

OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

6. **RETURN OF MATERIALS.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by Discloser, and all copies or extracts thereof or notes derived therefrom that are in the possession of Recipient, shall be and remain the property of Discloser and shall be promptly returned to Discloser or destroyed (with proof of such destruction), each upon Discloser’s written request.

7. **NO OBLIGATION AND NO LICENSE.** Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, or be construed to restrict either Party’s use or disclosure of its own Confidential Information. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information of Discloser except as expressly set forth in this Agreement.

8. **EXPORT RESTRICTIONS.** The Parties shall comply with all restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time .

9. **TERM.** Either Party may terminate this Agreement with thirty (30) days’ notice, but the obligations of Recipient under this Agreement shall survive for five (5) years from the Effective Date; except with respect to Confidential Information that constitutes a trade secret under applicable law, in which case, such obligations of Recipient shall continue until such Confidential Information becomes publicly known or made generally available through no action or inaction of the Recipient.

10. **REMEDIES.** Recipient agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief in addition to all legal remedies.

11. **MISCELLANEOUS.** This Agreement will be interpreted and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without prior written consent of the other Party, except in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided that the assigning Party provides prompt written notice of any such permitted assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the Opportunity. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party’s failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

VOXPOPME INC.

[OTHER PARTY'S NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____