

Verge.io Mutual Non-Disclosure Agreement

This Agreement is made by and between Verge.io, Inc., a Delaware Corporation having its principal place of business at 333 Jackson Plaza, Suite 503 Ann Arbor, MI 48103 and _____, a _____, whose principal place of business is _____ (hereinafter collectively referred to as the "Parties" and individually, as the context requires, as either "Recipient Party" or "Disclosing Party") to evaluate a potential business relationship between them. The Parties agree to be mutually bound by the terms and conditions of this Agreement with respect to Confidential Information (as hereinafter defined) furnished by Disclosing Party to Recipient Party. :

1. Definition of Confidentiality

As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the respective Parties, or (ii) non-technical information relating to the respective Parties' products or services, including without limitation pricing, margins, merchandising plans, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential.

2. Nondisclosure and Nonuse Obligations

Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Disclosing Party, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Disclosing Party with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees shall maintain the confidentiality terms of this Agreement.

3. Excluded Confidential Information

The obligations imposed by this Agreement shall not apply with respect to any portion of Confidential Information which (i) has been approved for release by written authorization of the Disclosing Party; or (ii) is required to be disclosed pursuant to a final and binding order of a governmental agency or court of competent jurisdiction, provided that the Disclosing Party has been given reasonable notice of the pendency of such an order and the opportunity to contest such order, Recipient discloses only such Confidential Information required to be disclosed by such order, and Recipient uses its best efforts to secure confidential treatment of such Confidential Information.

4. Limitation on Obligations

The obligations of the Recipient Party specified in Section 3 shall not apply, and the Recipient Party shall have no further obligations, with respect to any Confidential Information to the extent the Recipient Party can demonstrate, by clear and convincing evidence, that such Confidential Information:

- a. is generally known to the public at the time of disclosure or becomes generally known without the Recipient Party or its Representatives violating this Agreement;
- b. is in the Recipient Party's possession at the time of disclosure otherwise than as a result of Recipient Party's breach of any legal obligation;
- c. becomes known to the Recipient Party through disclosure by sources other than the Disclosing Party having the legal right to disclose such Confidential Information; or
- d. is independently developed by the Recipient Party without reference to, utilization of, or reliance upon the Confidential Information of the Disclosing Party.

5. Term and Termination

This Agreement is effective as of the Effective Date and shall continue in full force and effect until the two (2) year anniversary thereof. Either party may terminate this Agreement, for any reason or for no reason, upon fifteen (15) days prior written notice to the other party. The obligations of the Recipient Party specified in Section 2 shall continue after expiration or termination of this Agreement with respect to each item of Confidential Information disclosed hereunder until and unless one of the exceptions set forth in Section 4 applies to such item of Confidential Information.

6. Survival

This Agreement shall govern all communications between the Parties. Recipient understands that its obligations under Section 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly destroy or deliver to Disclosing Party all documents and other materials furnished to Recipient by Disclosing Party which is in its possession or subject to its control except for archival and backup copies that are not readily available for use and business records required by law to be retained, which Recipient will continue to treat as confidential pursuant to the term of this Agreement. Notwithstanding the foregoing, Recipient may retain (subject to the obligations of confidentiality under this Agreement) copies of the Confidential Information to the extent required by law, regulation or the Parties' respective record retention and business continuity policies and procedures.

7. Governing Law

This Agreement shall be governed by the laws of the state of Michigan.

8. Injunctive Relief

Recipient acknowledges that a breach of any of the promises or agreements contained herein may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy at law, and the Disclosing Party shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

9. Entire Agreement.

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

VERGE.IO, INC

COMPANY:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Date: _____

Date: _____