

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (“**Agreement**”) is made and entered into as of **December 12th, 2014** (the “**Effective Date**”) between **Smart Action Company LLC**, a California limited liability company located at 390 N. Sepulveda Blvd., Suite 2150; El Segundo, CA 90245 (“**Smart Action**”) and **Verbio Incorporated and its subsidiaries** of 2225 E Bayshore Rd, Palo Alto, CA 94303 (“**Verbio**”).

1. Definitions. “Confidential Information” means any information including but not limited to, science, formulas, patterns, compilations, programs, devices, methods, techniques and processes, financial information and data, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about employees, descriptions of inventions, process descriptions, descriptions of technical know-how, information and descriptions of new products and new product development, scientific and technical specifications and documentation, and pending or abandoned patent applications of a party, now known or in possession of, or hereafter learned or acquired, that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

Confidential Information may be written or oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. All materials and information disclosed by either party to the other will be presumed to be Confidential Information and will be so regarded by the receiving party unless, the receiving party can prove that the materials or information are not Confidential Information because they are: (1) already known to the receiving party at the time that they are disclosed by the disclosing party; or (2) publicly known at the time of the disclosure to the receiving party by the disclosing party. Additionally, the confidential obligations herein will cease as to particular information that: (1) has become publicly known through no fault of the receiving party; (2) is received by the receiving party properly and lawfully from a third party without restriction on disclosure and without knowledge or reasonable suspicion that the third party’s disclosure is in breach of any obligations to the disclosing party; (3) has been developed by the receiving party completely independent of the delivery of Confidential Information hereunder; or (4) has been approved for public release by written authorization of the disclosing party.

2. Obligations. The recipient of Confidential Information shall: (1) maintain and preserve the confidentiality of all Confidential Information, including, but without limitation, taking such steps to protect and preserve the confidentiality of the Confidential Information as the recipient takes to preserve and protect the confidentiality of its own confidential information; (2) disclose such Confidential Information only to its own employees on a “need-to-know” basis only, and only to those employees who have agreed to maintain the confidentiality thereof; (3) shall not disassemble, “reverse engineer,” “reverse compile” or analyze the inputs and outputs of any software or hardware provided under this Agreement for any purpose, including but not limited to, attempting to ascertain or deduce the functionality or workings of the software or hardware; and (4) not disclose such Confidential Information to any third party (including subcontractors and consultants) without the express written consent of the disclosing party.

3. Limited Use. Each party shall use any Confidential Information of the other party only for the limited and sole purpose of evaluating or conducting a commercial relationship between the parties.

4. Ownership. The parties will maintain sole and exclusive ownership of all right, title, and interest in and to their own Confidential Information, including ownership of all copyrights, patents and trade secrets pertaining thereto. Nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

5. Equitable Relief and Remedies. Any and all Confidential Information is considered to include valuable trade secrets of the disclosing party. In the event of any breach of this Agreement, the disclosing party will not have an adequate remedy in money or damages. The disclosing party will therefore be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The disclosing party’s right to obtain such relief will not limit its right to obtain other remedies. The receiving party shall be responsible and primarily liable for, and shall indemnify the disclosing party from and against, any and all claims, demands, actions, losses, damages, liabilities, costs and expenses and disbursements incurred or sustained as a result of any breach by receiving party and/or receiving party’s representatives or affiliates of any of the provisions hereof (including, without limitation, any unauthorized use or disclosure of the Confidential Information by the receiving party or the receiving party’s affiliates or representatives, or otherwise resulting from the acts or omissions of the receiving party, or the acts or omissions of the receiving party’s affiliates and representatives). In addition to all other rights and remedies which either party hereto may have hereunder, at

law, in equity, by statute or otherwise, either party hereto will be entitled to recover attorneys' fees and expenses and court costs in the event of any breach of this Agreement by the other party. For the purposes of this Agreement, the term "attorneys' fees" shall mean the full and actual costs of any legal services actually rendered in connection with the matters involved, calculated on the basis of the usual fees charged by attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as defined by any statute or rule of court.

6. Disclaimer. Except as may otherwise be set forth herein or in a signed, written agreement between parties, the parties make no representation or warranty as to accuracy, completeness, condition, suitability, or performance of the Confidential Information, and the parties will have no liability whatsoever to each other resulting from their use of the other party's Confidential Information.

7. Term. This Agreement shall terminate two (2) years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the recipient's heirs, successors and assigns. The recipient's obligations hereunder shall continue in full force and effect with respect to non-technical, business, marketing, and financial Confidential Information for three (3) years from the date of disclosure of such Confidential Information. The recipient's obligations with respect to all technical Confidential Information shall be terminated only pursuant to Subsections (1) – (4) of Section 1 above.

8. Return of Information. Upon the earlier of a disclosing party's request or termination of this Agreement, the receiving party will promptly return or destroy all Confidential Information and related materials and discontinue all further use of the disclosing party's Confidential Information. Upon the disclosing party's request, the receiving party will promptly certify that such action has been taken.

9. Required Legal Disclosure. Notwithstanding the above, a receiving party may disclose Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however, that the receiving party will notify the other party promptly in writing, after becoming aware of its obligations to make such a disclosure and will permit the other party to seek to challenge or limit such required disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a Court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

10. Entire Agreement. This Agreement and any Exhibit(s) attached hereto constitute the complete, exclusive statement of the agreement between the parties relating to the subject matter hereof, and all provisions representations, discussions, and writings are merged in, and superseded by, this Agreement. No modification, revision or addendum of any of the terms of the Agreement shall be valid unless in writing and signed by an authorized representative of each party.

11. Governing Law; Jurisdiction. The interpretation and enforcement of this Agreement will be governed by the laws of the State of California, as it applies to a contract executed, delivered, and performed solely in such state and the parties agree that any legal action arising out of or in conjunction with this Agreement or any breach thereof shall be brought and prosecuted in an appropriate court of competent jurisdiction within Los Angeles County, California.

12. Cooperation in Drafting. All parties have cooperated in the drafting and preparation of this Agreement, and it will not be construed more favorably for or against any party.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes hereof, a facsimile or e-mailed copy of this Agreement, including the signature pages hereto, will be deemed to be an original. Notwithstanding the foregoing, the parties will deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

14. Restrictions on Assignments and Sublicenses. Neither party may sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of the other party.

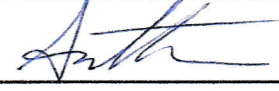
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.



Name, Title: STEPHEN PRODDER

Smart Action Company LLC

Date: 12/15/14



Name, Title: Alexander Matheson, Sales Manager

Company Name: Verbio Inc

Date: 12/12/2014