

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the 28th day of July, 2013

BETWEEN

AND Interactive Ideas, LLC d/b/a myVRM
325 Duffy Avenue, Hicksville, NY 11801

PREAMBLE:

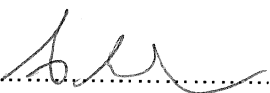
- A. The parties intend to enter into confidential discussions.
- B. In the course of such confidential discussions it is expected that information of a confidential and proprietary nature will be disclosed by each party to the other, the unauthorised disclosure of which may cause irreparable harm.
- C. To facilitate the exchange of information during such discussions the parties have reached agreement on the use and disclosure of such information as set down below.

IT IS AGREED AS FOLLOWS:

- 1. In this Agreement the term "Confidential Information" includes, but shall not be limited to, all confidential information or commercially valuable trade secrets, proprietary information, technical information, specifications, sales and marketing information, customer information, market surveys, financial and accounting details, procedure and reference manuals, data, drawings, reports, accounts and all other information, documents and things disclosed by either party to the other during the course of their discussions unless the party making such disclosure expressly indicates otherwise.
- 2. The parties undertake not to disclose the Confidential Information or permit any third party access thereto, except to their employees or consultants to the extent that they need to know same or have access for the purpose of the discussions.
- 3. Each party shall take or cause to be taken such precautions as the other party may reasonably require and as are necessary to maintain the confidentiality of the Confidential Information and to prevent its disclosure or unauthorised access being gained thereto.
- 4. Each party agrees not to use or attempt to use any of the Confidential Information in any manner which may cause or be calculated to cause injury or loss to any other party or any of their related corporations.
- 5. At the end of the discussions contemplated by this Agreement unless otherwise agreed each party shall return to the other any Confidential Information received by it in a written or material form pursuant to this Agreement and shall confirm in writing to the other that it has returned or destroyed all copies made of such Confidential Information.

6. Notwithstanding anything contained in this Agreement neither party shall be subject to any restriction with respect to the use or disclosure of any Confidential Information which was rightly in the possession of such party prior to the date of this Agreement (and to which no such restrictions applied) or which is already public knowledge or becomes so at a future date other than as a result of a breach of this Agreement.
7. Nothing contained in this Agreement shall be construed as granting or conferring any rights or licence on either party (expressly, impliedly or otherwise) in relation to any trade secret, copyright, patent or other intellectual property disclosed, conceived or acquired by the parties prior to during or after the termination of this Agreement.
8. The parties agree that their participation in the discussions shall not restrict their right to enter into discussions or agreements of a similar kind with third parties provided that no disclosure of any Confidential Information is made to such third party.
9. Except as required by law neither party shall disclose the existence, nature, content or results of the discussions conducted pursuant to this Agreement without the other party's written consent.
10. The conditions and obligations set out above shall continue to bind the parties after the discussions between them have been completed or terminated, and shall be enforceable at any time at law or in equity.
11. Each party shall promptly notify the other if it becomes aware of any breach of confidence relating to the Confidential Information and give all reasonable assistance as such other party may consider appropriate to protect the Confidential Information.
12. This Agreement shall be governed by and interpreted in accordance with the laws of Victoria and the parties agree to submit to the jurisdiction of the courts thereof and courts hearing appeals therefrom.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorised representatives.


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(Signature)

Signed for and on behalf of

Andrew J. Anderson

who warrants that he is authorised
so to do.

.....
(Signature)

Signed for and on behalf of
Interactive Ideas, LLC d/b/a myVRM

who warrants that he is authorised
so to do.