

## MUTUAL NONDISCLOSURE AGREEMENT

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**THIS MUTUAL NONDISCLOSURE AGREEMENT** (this “Agreement”) is made and entered into as of February 3, 2015 by and between WEVUE LLC, a Delaware limited liability company (“WV”), and Jordan T Lafland, WV and Jordan Lafland are hereinafter sometimes referred to individually as a “Party” and together as the “Parties.”

**WHEREAS**, the Parties may desire to exchange with each other certain confidential or proprietary information solely for the purpose of evaluating designs and specifications of the WV mobile and smartphone applications (the “Authorized Purpose”).

**NOW, THEREFORE**, in consideration of the foregoing recital and the covenants, terms, and conditions set forth below, the Parties hereby agree as follows:

### 1. CERTAIN DEFINITIONS.

For purposes of this Agreement, the term “Discloser” shall mean the Party that is disclosing Information under this Agreement, regardless of whether such Information is being provided directly by such Party, by a Representative of the Party, or by any other person or entity that has an obligation of confidentiality with respect to the Information being disclosed. The “Recipient” shall mean the Party receiving Information that is protected under this Agreement. The term “Information” shall mean any and all commercial, technical, financial, proprietary, and other information relating to the Discloser or its Affiliates. “Information” also includes (i) any information described above which the Discloser obtains from a third party and which the Discloser treats as proprietary or designates as confidential, whether or not owned or developed by the Discloser, (ii) any reports, analysis, compilations, or other documents prepared by Recipient in which any of Discloser’s Information is described or discussed, and (iii) the fact that the Parties have entered into this Agreement and are engaged in discussions regarding a potential transaction or business relationship. “Affiliate” shall mean, with respect to a Party, any other person or entity who or which controls, is controlled by, or is under common control with such Party. The term “Affiliate” includes, without limitation, all subsidiaries, parent companies, partnerships, and joint ventures of the specified Party.

### 2. RESTRICTIONS ON DISCLOSURE AND USE.

(a) ***Restrictions and Covenants.*** Each Party agrees that, in its capacity as a Recipient of the other Party’s Information, it will (i) hold the Discloser’s Information in strict confidence, use a high degree of care in safeguarding the Discloser’s Information, and will take all precautions necessary to protect the Discloser’s Information including, at a minimum, all precautions the Recipient normally employs with respect to its own confidential information, (ii) not divulge any of the Discloser’s Information or any information derived therefrom (including results of tests on material samples) to any other person or entity (except as set forth in Section 2(b) below), (iii) not use the Discloser’s Information for any purpose whatsoever other than as may be directly in furtherance of the Authorized Purpose, (iv) not export the Discloser’s Information in violation of the United States Export Administration Act and regulations thereunder, or any other applicable export control laws or regulations, (v) notify the Discloser in writing immediately upon discovery by the Recipient or its Representatives of any unauthorized use or disclosure of the Discloser’s Information, and (vi) upon the oral or written request of the Discloser, immediately return to the Discloser or destroy (at the option of the Recipient) all such Information, including all originals, copies and extracts, provided that the Recipient’s legal counsel may retain one copy of the returned or destroyed items for archival purposes.

(b) ***Disclosure to Representatives.*** The Recipient may only disseminate the Discloser’s Information to its Representatives who have been informed of the Recipient’s obligations under this Agreement and are bound by an obligation of confidentiality and non-use with respect to the Discloser’s Information at least as broad in scope as the Recipient’s obligations under this Agreement. The Recipient agrees to reasonably restrict disclosure of the Discloser’s Information to the smallest number of the Recipient’s Representatives which have a need to know the Information. The Recipient shall be responsible for enforcing this Agreement as to the Recipient’s Representatives and shall take such action (legal or otherwise) to the extent necessary to cause them to comply with this Agreement. For purposes of this Agreement, a Party’s “Representatives” shall consist of the directors, officers, employees, financial advisors, accountants, attorneys, consultants, and Affiliates of the Party.

(c) ***Term of Agreement.*** The restrictions set forth in this Agreement shall apply to all Information received by the Recipient during the five (5) year period beginning on the date of this Agreement (the “Disclosure Period”), except that the Disclosure Period may be terminated earlier by either Party upon thirty (30) days prior written notice to the other Party. Notwithstanding the expiration of the Disclosure Period, the obligations and restrictions of the Recipient under this Agreement with respect to any and all Information received during the Disclosure Period shall survive the expiration of the Disclosure Period and shall continue to remain in full force and effect at all times thereafter.

(d) ***Exceptions.*** The restrictions on the Recipient's disclosure and use of the Discloser’s Information under this Section 2 will not apply to the extent of any Information:

with respect to any and all information received during the Disclosure Period shall survive the expiration of the Disclosure Period and shall continue to remain in full force and effect at all times thereafter.

(d) **Exceptions.** The restrictions on the Recipient's disclosure and use of the Discloser's Information under this Section 2 will not apply to the extent of any Information:

- (i) that was already known by the Recipient prior to the Disclosure Period as evidenced by the Recipient's written documentation;
- (ii) that becomes publicly known without breach of the Recipient's obligations under this Agreement;
- (iii) that is rightfully acquired by the Recipient from a third party which is not subject to any restriction or obligation (whether contractual, fiduciary, or otherwise) on disclosure or use of such Information;
- (iv) that is independently developed by the Recipient or its Representatives without knowledge or reference to such Information, as evidenced by written documentation or other tangible evidence;
- (v) that is required to be disclosed by law or by court order or government order, provided that the Recipient (a) promptly notifies the Discloser of any such disclosure requirement so that the Discloser may seek an appropriate protective order (or other appropriate protections), and (b) provides reasonable assistance (at no cost to the Recipient) in obtaining such protective order or other form of protection; or
- (vi) as to which and to the extent to which the Recipient has received express written consent from an authorized officer of the Discloser to disclose or use.

A specific item of Information shall not be deemed to fall within the foregoing exceptions merely because such specific item is embraced or implied by more general Information that falls within the foregoing exceptions.

### 3. **ADDITIONAL COVENANTS AND AGREEMENTS.**

(a) **No Obligation to Disclose; No Warranty.** No provision of this Agreement shall be construed as an obligation by either Party to disclose any Information to the other Party or to enter into any further agreements or transactions with the other Party. All Information is provided "AS IS", without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for a particular purpose, or any other warranty, express or implied. Neither Party shall be liable to the other for any damages, loss, expense, or claim of loss arising from use or reliance on the Information of the other Party.

(b) **No License Implied.** Each Party acknowledges and agrees that all Information (and any proprietary and novel features contained in the Information) shall remain the property of the Discloser and, except as otherwise specifically set forth in this Agreement, no license or right with respect thereto is granted to the Recipient, whether by implication or otherwise. The Recipient shall have no rights whatsoever under any patent, trademark, copyright, or application therefor, or any other proprietary right of the Discloser.

(c) **Enforcement.** Each Party acknowledges and agrees that due to the unique nature of the Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Discloser. Therefore, that upon any such breach or any threat thereof, the Discloser shall be entitled to appropriate equitable relief, including injunction, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

(d) **Choice of Law and Forum.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof and without regard to where the Agreement is executed or to be performed. The parties hereby submit to the personal jurisdiction of the state and federal courts located in Hillsborough County, Florida, and agree that any cause of action brought under or related to this Agreement by either Party shall be brought exclusively in the state or federal courts sitting in Hillsborough County, Florida.

(e) **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), or (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or sent by certified U.S. mail (return receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other parties in accordance with this paragraph).

(f) **No Assignment.** Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party, except that without securing such prior consent, either Party shall have the right to assign the Agreement to any successor by way of merger or consolidation or the acquisition of substantially all of the entire business and assets of such Party relating to the subject matter of this Agreement; provided that such successor shall expressly assume in writing all of the obligations and liabilities of the assigning Party under this Agreement.


(g) **Severability.** If a specific provision of this Agreement is determined to be invalid or unenforceable for any reason, the specific provision shall be interpreted to call for the protection of the Discloser's rights to the greatest extent which is valid and enforceable. In the event that a specific provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction and the provision cannot be, or the court otherwise declines to permit the provision to be interpreted to call for protection of the Discloser's rights to an extent which is valid and enforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected, and the Agreement shall thereafter be construed as if the invalid provision had not been included in the Agreement.

interpreted to call for protection of the Discloser's rights to an extent which is valid and enforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected, and the Agreement shall thereafter be construed as if the invalid provision had not been included in the Agreement.

(h) **Entire Agreement; Amendment; Waiver.** It is understood by both Parties that this Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended, modified, or waived unless in writing signed by the Parties to this Agreement or in the case of a waiver, by the Party waiving compliance. The failure of a Party at any time or times to require performance of any provision, condition, or covenant hereof shall in no manner affect the right of such Party at a later time to enforce such provision, condition, or covenant or any other provision, condition, or covenant of this Agreement.

(i) **Execution; Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same agreement. The Parties agree that this Agreement may be executed by each Party signing one original and providing a facsimile (fax) copy or scanned copy by email of the signature page to the other Party, provided that each Party agrees to make its document with the original signature available to the other Party upon request, and further provided that the Parties agree that the fax or scanned signature shall be treated as if it were an original signature, and neither Party shall contest the validity of this Agreement based on the use of fax or scanned signatures.

By signing this Agreement, the Parties testify to having read, understood and agreed to the above terms and conditions, and each acknowledges receipt of a copy of this Agreement.

**WEVUE, LLC**  **NAME:** \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name:    Jordan       Lafland    Name: \_\_\_\_\_  
Title:    Contract Employee    Title: \_\_\_\_\_

**Address for notices:**

306 E Tyler St. 1<sup>st</sup> Floor  
Tampa, FL 33602  
Attention : Taylor Wallace

**Address for notices:**

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_