



## Mutual Confidentiality Agreement

This Agreement is made by and between **Verge Network Solutions, Inc.** ("Company"), an Oklahoma Corporation having a principal place of business at 12308 Hidden Forest Blvd., Oklahoma City, OK 73142, and \_\_\_\_\_, a(n)  individual,  partnership,  corporation (check the appropriate box), having a principal place of business at \_\_\_\_\_ (the "Client"), as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date").

Whereas the Company desires to review, study, audit and provide certain consultative services to the Client regarding, but not limited to, its business communications, including possible design and engineering proposals, and;

Whereas the Client desires to engage the Company for such purpose for which the value and consideration, and sufficiency of same, is acknowledged herein, and;

Whereas during this engagement the Company and Client may exchange Confidential Information to each other and both parties desire to maintain such information confidential, the parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" as used in this Agreement shall mean all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media. Any such information disclosed by the disclosing party ("Discloser") will be considered Confidential Information by the receiving party ("Recipient"), only if such information is conspicuously designated as "Confidential," or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

2. **Nondisclosure and Nonuse Obligation.** Each of the parties agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of the other party to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the other party, and any purpose the other party may hereafter authorize in writing. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties. Each of the parties agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each of the parties represents that it exercises reasonable care to protect its own Confidential Information. If either party is not an individual, such party agrees that it shall disclose Confidential Information of the other party only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying any such unauthorized use or disclosure of the Confidential Information.

3. **Exclusions from Nondisclosure and Nonuse Obligations.** Each party's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to any portion of the other party's Confidential Information shall terminate when the party seeking to avoid its obligation under such Paragraph can document that (i) it was in the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient; (ii) it was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; (iii) it was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; (iv) it was communicated by the Discloser to an unaffiliated third party free of any obligation of confidence; or (v) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law or was necessary to establish the rights of either party under this Agreement.

4. **Ownership of Confidential Information and Other Materials.** All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from

such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to one party by the other, and which are designated in writing to be the property of such party, shall remain the property of such party and shall be returned to it promptly at its request, together with any copies thereof.

5. **Disclosure of Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. **Term.** This Agreement shall become effective on the date of execution of the Agreement and remain in effect for a period of two (2) years, or until either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that each party's obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") with respect to Confidential Information of the other party which it has previously received shall continue in perpetuity unless terminated pursuant to Paragraph 3 ("Exclusions from Nondisclosure and Nonuse Obligations").

8. **No Assignment.** The Client will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

9. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

10. **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the Laws of the State of Oklahoma as such laws are applied to agreements entered into and to be performed entirely within Oklahoma between Oklahoma residents.

11. **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

12. **Waiver.** The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.

13. **Injunctive Relief.** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Discloser for which there will be no adequate remedy at law, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).



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14. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

15. No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

15. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

### Client

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Verge Network Solutions, Inc.

By: \_\_\_\_\_

Print Name: Glen Patterson

Title: President

Date: July 28, 2008 \_\_\_\_\_