

## **MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Mutual Nondisclosure Agreement (“Agreement”), entered into on the day and year down loaded (“Effective Date”) and accepted by the holder (herein after called Prospect) by and between **Idea Apps, Inc.**, a Texas Corporation whose address is 3463 Magic Dr. Suite 137 • San Antonio, TX • 78229

Idea Apps, Inc. and Prospect are sometimes collectively referred to herein as the “Parties” and individually as a “Party”. Each of the Parties may be a “Disclosing Party” and the other Party deemed to be a “Receiving Party”.

### RECITALS

- A. Regarding the evaluation and/or pursuit of a mutually beneficial business opportunity or relationship (the “Purpose”), each Party hereto may disclose certain non-public information to the other relating to their respective technologies, operations and business.
- B. The Parties wish to preserve the confidentiality and prevent the unauthorized disclosure and use any such information disclosed to the Receiving Party hereunder.

### AGREEMENT

1. “Idea Apps” means and includes Idea Apps as described above, its successors and assigns, any of its present or future corporate parents, subsidiaries and organizations controlled by, controlling or under common control with Idea Apps.
2. “Prospect” means and includes Prospect as described above, its successors and assigns, any of its present or future corporate parents, subsidiaries and organizations controlled by, controlling or under common control with Prospect as well as its principals, directors, officers, employees and agents.
3. As used herein, the term “Confidential Information” shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, as may be amended from time to time upon disclosure and/or identification of additional Confidential Information. Confidential Information shall include, but not be limited to research and development activities, methods, technology, vendors, computer hardware and software, products, designs, drawings, trade secrets, inventions (discoveries, concepts and ideas, whether patentable or not, including but not limited to processes, methods, formulas and techniques, as well as improvements thereon), copyrights, trademarks, trade names, data, including personal data and technical data, know-how, financial papers and statements, customer lists, business partners, business affiliates, alliances, target customers and information regarding operating procedures, pricing methods, marketing strategies, customer relations, future plans and other deemed proprietary or confidential by the Disclosing Party, and all record-bearing media containing or disclosing such information.
4. “Necessary Confidential Information” shall mean the specific information pertaining to any one project that the Parties to proceed with. All other ideas and/or concepts that are not related to the Purpose.
5. As a condition to receiving the Confidential Information which the Disclosing Party may furnish to the Receiving Party or to which the Receiving Party is afforded access, directly or indirectly, the Receiving Party shall not directly or indirectly, at any time, without the prior written consent of the Disclosing Party, use or disclose the Confidential Information (including the identity of the Disclosing Party) or any part thereof to any third party or in a manner detrimental to the Disclosing Party or for any use other than necessary for the Purpose.
6. The term Confidential Information does not include information which:
  - a) has or becomes published and publicly available or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third-party;

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- b) prior to disclosure hereunder, is property within the legitimate possession of the Receiving Party which can be verified by independent evidence;
  - c) subsequent to disclosure hereunder, is lawfully received from a third-party having rights herein without restriction of third-party's or the Receiving Party's rights disseminate the information and without notice of any restriction against its further disclosure; or
  - d) is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information which can be verified by independent evidence
  - e) is disclosed pursuant to a requirement of a governmental entity or the disclosure of which is required by law
7. If Receiving Party is requested by a governmental entity or court of jurisdiction or an officer of the court through subpoena or other lawful demand or other third party to disclose any Confidential Information, it will promptly notify the Disclosing Party to permit the Disclosing Party to seek a protective order or take other appropriate action. Receiving Party will also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded to the Confidential Information. If, in the absence of a protective order, Receiving Party, in the written opinion of its counsel addressed to the Disclosing Party, is compelled as a matter of law to disclose the Confidential Information as is required by law to be disclosed (in which case, prior to such disclosure, Receiving Party will advise and consult with the Disclosing Party and its counsel as to such disclosure and the nature and wording of such disclosure) and Receiving Party will use its best efforts to obtain confidential treatment therefor.
8. Confidential Information shall not, without the prior written consent of the Disclosing Party, be disclosed to any person or entity other than employees or agents of Receiving Party who need to know the Confidential Information and in those instances only to evaluate the Purpose. The Receiving Party shall ensure that all such entities and personnel comply with the terms of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its employees and/or agents and by any other person to whom the Receiving Party has disclosed the confidential Information.
9. Receiving Party agrees to and shall take all commercially reasonable steps to protect the confidentiality of the Confidential Information, including without limitation, limiting access to the Confidential Information, maintaining the Confidential Information in a secure location, assuring and confirming the return or destruction of copies of Confidential Information from any recipient of the Confidential Information upon completion of such recipient's activities relating to the evaluation of the Confidential Information. The Receiving Party shall notify Disclosing Party immediately, and cooperate with the Disclosing Party, upon Receiving Party's discovery of any loss or compromise of the Confidential Information. Confidential Information of the Disclosing Party may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
10. Receiving Party acknowledges that the Confidential Information is the exclusive property of and belongs solely to the Disclosing Party and shall not claim otherwise for any purpose. This Agreement and the right granted to Receiving Party under this Agreement to evaluate the Confidential Information does not convey or grant to Receiving Party, or imply any current or future assignment, license, or any other transfer of rights in, to, or under the Confidential Information or any other patent, trademark, copyright, or any other intellectual property rights of the Disclosing Party. The providing of the Confidential Information to Receiving Party pursuant to this Agreement shall not constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to Receiving Party of any kind, and in particular, with respect to the non-infringement of patents, trademarks, copyrights or any other intellectual property rights or other rights of any third party.
11. Receiving Party agrees to return to the Disclosing Party, destroy and/or permanently delete, at the Disclosing Party's discretion, and certify in writing its destruction, permanent deletion and/or return, all

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written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Confidential Information (including all copies, summaries, excerpts, extracts or other reproductions) promptly following the Disclosing Party's request or the expiration of this Agreement, whichever is earlier. The destruction of Confidential Information does not release Receiving Party from its obligations under this Agreement.

12. Nothing in this Agreement shall impose any obligation upon either Party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein. Neither Party shall have any obligation to the other for any action such other Party may take or refrain from taking based on or otherwise attributed to any information (whether or not constituting Confidential Information) furnished to such Party hereunder.
13. This Agreement is intended to cover Confidential Information received by Receiving Party both on and subsequent to the date hereof. Unless extended by mutual written consent of both Parties hereto this Agreement shall expire either one (1) year from the effective date or upon the termination of the evaluation or pursuit of the Purpose, whichever first occurs.
14. In addition to any other rights and remedies available to the Disclosing Party hereunder or at law, Receiving Party acknowledges and agrees that due to the nature of the Confidential Information its confidentiality obligations to the Disclosing Party hereunder are of a unique character and agrees that any breach of such obligations will result in irreparable and continuing damage to the Disclosing Party for which there will be no adequate remedy in damages. Notwithstanding anything to the contrary in this Agreement, the Disclosing Party will be authorized and entitled to obtain injunctive relief, without the necessity of posting a bond even if otherwise normally required, and/or a decree for specific performance, and such further relief as may be proper from a court with competent jurisdiction.
15. Neither the Disclosing Party nor the Receiving Party shall use any advantages derivable from such Confidential Information for its own business or affairs, unless the Disclosing Party provides clear written authorization to use such Confidential Information. Specifically, the Idea Apps, Inc. shall not create a mobile application that performs a similar function for a similar market to the mobile application it is developing for Prospect throughout the duration of time that Idea Apps, Inc. renders services to Prospect and for a period of one year after Idea Apps, Inc., ceases performing services for Prospect.
16. Idea Apps, Inc. hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of creating a mobile application that is commercially similar to that being developed for Prospect throughout the duration of time that Idea Apps, Inc. renders services to Prospect and for a period of one year after Idea Apps, Inc. ceases performing services for Prospect
17. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and that such information is provided "AS IS". Receiving Party agrees that the Disclosing Party and its employees and agents shall have no liability to Receiving Party resulting from any use of the Confidential Information. Each Party agrees to make its own assessment if the Confidential Information and satisfy itself as to the accuracy and completeness of that Confidential Information.
18. The Disclosing Party is specifically prohibited from disclosing any and all information that it may possess that is not necessary for the specific project that Parties are collaborating on. This means that other ideas, inventions, confidential information that may be aware of that is not essential to the discussion covered by

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this Agreement for the associated project with the Receiving Party is not allowed. Only Necessary Confidential Information is permitted to be disclosed.

19. This Agreement constitutes the entire understanding between the Parties hereto and supersedes all previous communications, representations, and understanding, oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be assigned or transferred by a Party, either by contract or by law, without the prior written consent of the other Party, which consent shall be at the other Party's sole and absolute discretion. This Agreement shall inure to the benefit of the respective Parties, their legal representatives, successors and assigns.
20. Neither Party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Agreement or the discussions or negotiations covered by this Agreement or the contents of or the Parties to this Agreement without the prior written consent of the other Party.
21. Any notice in connection with this Agreement shall be deemed to be delivered to the other Party three business days after being sent by certified or registered mail, return receipt requested, one business day after being sent by overnight courier, upon delivery if hand delivered and upon confirmation of receipt if by facsimile to the Receiving Party's address as stated above or to such other address as requested by either Party by notice delivered in accordance with this provision.
22. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without regard to choice of law rules or conflict of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Texas. The Parties hereby waive any and all rights that they may have to challenge the jurisdiction of such courts with respect to adjudicating all disputes relating to this Agreement.
23. No failure or delay by a Party in enforcing any right, power, or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or future enforcement thereof or the enforcement of any other right, power or privilege.
24. If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid person. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof. This Agreement may be executed by facsimile and in counterpart copies.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first described.

Idea Apps, Inc.



By: Rudy W. De La Garza  
President and CEO

Prospect's Signature \_\_\_\_\_