MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “Agreement”) made and entered into this (the “Effective Date”) between Internet Vision Development, LLC, a limited liability company organized under the laws of the Commonwealth of Puerto Rico (the “First Party”) and (the “Second Party”). The First Party and the Second Party shall be collectively referred to as the "Parties" and sometimes individually referred to as a "Party".

**WHEREAS**, subject to the terms and conditions set forth in this Agreement, each Party is willing to disclose to the other Party certain Confidential Information (as defined below) for the purpose of evaluating a Transaction (as defined below).

**WHEREAS**, as provided in this Agreement, the Recipient (as defined below) agrees not to disclose the Confidential Information and to make no other use of such Confidential Information or any portion thereof for any purpose other than as expressly set forth herein. All Confidential Information will be and will remain the sole property of the Disclosing Party (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the covenants and representations contained herein, the Parties hereby agree as follows:

1. **Definitions**. The following definitions and rules of interpretation in this section apply in this Agreement:

“Confidential Information” means (i) the existence of this Agreement; (ii) the evaluation, discussions and negotiations between the Parties related to a Transaction; (iii) any documents, materials, or information delivered by either Parties during the course of the evaluation, discussions and negotiations between the Parties related to a Transaction; and (iv) any and all information, material or data which is treated by the Disclosing Party as confidential and/or proprietary, or which has not been made generally available to the public or to competitors of such Disclosing Party (however recorded, preserved or disclosed) furnished, disclosed, provided or made accessible by the Disclosing Party or its Representatives, or on its behalf, directly or indirectly and by any means of transmission to the Recipient and its Representatives or any of its affiliates or related companies, in any form or media (whether disclosed in writing, orally, electronically, via visual inspection or observation, or in any other form), on, before or after the date of this Agreement and identifying or not the information as “confidential” or “proprietary”, including but not limited to:

* 1. actual or contemplated businesses, operations, data (whether statistical or otherwise), strategies, financial positions, research, forecasts, or other information regarding Disclosing Party, its affiliates and their respective businesses, assets, operations, finances, profit margins, expenses, costs, revenues, projections, budgets, forecasts, tax information and technical data;
	2. Disclosing Party’s business plans, pricing, internal procedures, market studies and ventures;
	3. Disclosing Party’s marketing, promotional, operational, distribution, or sales plans, techniques and strategies;
	4. Disclosing Party’s systems, equipment and methods, software, data, diagrams and flowcharts, products and technology specifications, research and development, products, software, engineering, services, development, inventions, processes, improvements, concepts, ideas, processes, know-how, documentation, technical data and intellectual property;
	5. Disclosing Party´s customers, vendors, suppliers, personnel and other resources used in discloser's business;
	6. Any trade secrets or commercial secrets of the Disclosing Party;
	7. Any information that is not generally known in the relevant industry or trade and which afford possessors of the information a commercial advantage over others who do not have such information or would place the Disclosing Party at a competitive or business disadvantage regarding the business, affairs, directors, officers, employees, contractors customers, clients, suppliers, plans, strategies, market opportunities, operations, intellectual property, processes, product or service information, or know-how of the Disclosing Party;
	8. any information or analysis derived from Confidential Information; and/or
	9. All excerpts, recordings, memoranda, notes, analyses, compilations, studies, interpretations or any other documents, materials or information (oral, written or electronic) prepared by the Recipient or its Representatives to the extent they contain, reflect or are based upon, in whole or in part, the materials or information provided, made available or furnished by the Disclosing Party or its Representatives to the Recipient or its Representatives.

The term “Confidential Information” does not include information which (i) is or becomes generally available to the public, other than as a result of a disclosure by the Recipient or its Representatives, breach of this Agreement (or of any other undertaking of confidentiality) or other action or omission of Recipient and/or its Representatives, (ii) was lawfully within the Recipient’s possession prior to its being furnished to the Recipient by the Disclosing Party, without restriction as to its use or disclosure from a third party which rightfully and lawfully obtained and disclosed such information to the Recipient, (iii) becomes lawfully available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that any such source is not known, after due inquiry, by the Recipient to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information, or (iv) was independently developed by the Recipient without reference to, derivation from, or use of the Confidential Information, provided such independent development can be proven by the Recipient by written records.

“Disclosing Party” means a Party which furnishes, discloses, provides or makes available directly or indirectly Confidential Information.

“Recipient” means a Party which receives or obtains directly or indirectly Confidential Information.

“Representative” means employees, directors, managers, officers, representatives, agents, advisors, contractors, co- investors, directors, financing sources, consultants and other representatives of the Recipient.

“Transaction” means a possible and/or potential transaction between the Parties regarding software development and/or software licensing.

1. **Term**. The duration of this Agreement shall be one (1) year after the Effective Date or such longer period as required by law, regulation, or court order (e.g. trade secrets, protective orders, etc…). Either Party may request termination of this Agreement at any time on thirty (30) days written notice, with or without cause. Notwithstanding the foregoing, the Parties’ obligations not to disclose or improperly use the set Confidential Information set forth in this Agreement will survive the expiration/termination of the Term of this Agreement and continue in perpetuity after this Agreement expires/terminates. The Parties shall promptly return all tangible material embodying Confidential Information (in any form and including, by way of example and not limitation, all summaries, copies and excerpts of Confidential

Information) upon the earlier of (a) the completion or termination of the dealings between the Parties, or (b) either Party’s written request. In no case shall it be later than thirty (30) days after either (a) or (b) occur.

1. **Use Limitations.** Recipient agrees that: (i) Recipient and its Representatives shall use the Confidential Information solely for purposes of the review, discussion and evaluation of a Transaction and for no other purpose whatsoever, including, without limitation, any competitive purpose; (ii) Recipient and its Representatives shall not use the Confidential Information for purposes of unfair competition; (iii) Recipient and its Representatives shall not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party; (iv) Recipient will not remove Disclosing Party’s proprietary markings, including copyright notices, from any section or piece of the Confidential Information, and any and all authorized copies must contain the same proprietary markings, including copyright notices, contained on the Confidential Information provided to Recipient.
2. **Non-Disclosure.** Recipient agrees that Confidential Information will be kept confidential by the Recipient and its Representatives, using at least the same degree of care it accords its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than a commercially reasonable degree of care to be taken to protect highly confidential and sensitive information. Recipient agrees not to disclose the Confidential Information to any third parties or to any of its Representatives except those Representatives who have a genuine need to know the Confidential Information for the sole purpose of the discussions or evaluation of a Transaction and where such Representatives shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement. The Recipient shall be responsible for any breach of this Agreement by its Representatives and shall take all reasonable measures to restrain its Representatives from prohibited and unauthorized disclosure or use of the Confidential Information. The Recipient acknowledges the competitive value of the Confidential Information and the significant damage that could result to the Disclosing Party if any Confidential Information were used or disclosed except as authorized by this Agreement.

In the event that the Recipient or any of its Representatives are legally required (by interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, they shall, unless legally prohibited from doing so, provide the Disclosing Party with prompt written notice of any such request or requirement and an opportunity for the Disclosing Party to seek a protective order or other appropriate remedy, or, if it so elects, waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Recipient or any of its Representatives are nonetheless, in the opinion of counsel, legally compelled to disclose Confidential Information pursuant to such process or else stand liable for contempt or suffer other censure or penalty, the Recipient or its Representative may, without liability hereunder, disclose only that portion of the Confidential Information which such counsel advises the Recipient is required to be disclosed, provided that the Recipient exercise commercially reasonable efforts to preserve the confidentiality of the Confidential Information and obtain assurances from any third party recipients of such information for the preservation of the same.

1. **Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
2. **Return of information.** Upon the earlier of (a) the completion or termination of the conversations or negotiations between the Parties regarding a Transaction or (b) at the written request of the Disclosing Party, the Recipient shall:
	1. promptly return to the Disclosing Party, or with the Disclosing Party´s prior written consent, destroy all documents and materials, in any form and including, by way of example and not limitation, all summaries, copies, minutes, records, and excerpts, containing, reflecting, incorporating, or based on the Disclosing Party’s Confidential Information;
	2. destroy, erase or render inaccessible by routine commercial means all the Disclosing Party’s Confidential Information from its computer systems or which is stored in electronic form (to the extent possible);
	3. immediately cease, and cause any person to whom it has disclosed the Confidential Information in accordance with the terms hereof to cease, use of such Confidential Information; and
	4. certify in writing (including email) to the Disclosing Party that it has complied with the requirements of this Section, within ten (10) days of Disclosing Party’s request, provided that Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party’s Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable, to permit the Recipient to keep evidence that it has performed its obligations under this Agreement.

Notwithstanding the foregoing, the Recipient may retain Confidential Information solely to the extent that the Recipient or its Representatives are required by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with a bona fide written document retention policy, or where the Confidential Information comprises automatically generated electronic copies that cannot be destroyed or erased by taking of commercially reasonable efforts and so long as such copies are not accessible or accessed other than for recovery, contingency planning or business continuity planning purposes.

1. **No License.** The Confidential Information shall be and shall remain the sole property of the Disclosing Party. No rights, by license or otherwise, including, but not limited to, intellectual property rights, in respect of a Party’s Confidential Information are granted to the other Party and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement.
2. **Remedies.** The Recipient shall be liable to the Disclosing Party for any breach or violation of this Agreement by it or any of its Representatives. Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its affiliates or Representatives. Recipient acknowledges and agrees that a breach (by Recipient and/or by its Representatives) of any of its promises, covenants or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Recipient, its affiliates or Representatives, without the posting of a bond or other security.

The Recipient agrees to defend, indemnify and hold harmless Disclosing Party and/or its affiliates or related companies and their respective directors, officers, managers, employees, agents, or representatives from and against any and all liabilities, claims, damages, losses, costs or expenses (including reasonable attorney’s fees and costs) arising from or resulting from Recipient’s breach of any of its representations, warranties, obligations, or covenants in this Agreement.

The remedies described in this Section shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

1. **Survival.** Notwithstanding the destruction of the Confidential Information or the expiration or termination of this Agreement for any reason, (i) the Recipient and its Representatives will continue to be bound by their obligations hereunder for so long as any Confidential Information remains in the possession of or is other accessible to the Recipient and/or its Representatives; and/or (ii) Recipient’s (and its Representatives’) obligations under this Agreement with respect to any Confidential Information shall continue in full force and effect until such Confidential Information becomes generally available to the public, other than as a result of a disclosure by the Recipient and/or its Representatives, breach of this Agreement (or of any other undertaking of confidentiality) by Recipient and/or its Representatives, or other action or omission of Recipient and/or its Representatives.
2. **No Warranties.** The Recipient understands and acknowledges that any and all information contained in the Confidential Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, on the part of the Disclosing Party. It is understood that the scope of any representations and warranties to be given by the Disclosing Party in connection with a Transaction will be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement for a Transaction and that only those representations or warranties which are made in a final definitive agreement, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
3. **Governing Law and Choice of Venue.** This Agreement shall be governed and construed in accordance with the laws of Commonwealth of Puerto Rico, without regard to the conflict of laws principles thereof. The Parties hereto (a) agree that any proceeding commenced by either party hereto relating to this Agreement shall be commenced only in the state or federal courts located in San Juan, Puerto Rico and (b) consent to the exclusive jurisdiction of such courts. Each Party hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue in such courts and agrees not to plead or claim in any such court that any such action or legal proceeding brought in any such court has been brought in an inconvenient forum. In the event of litigation relating to this Agreement, if a court of competent jurisdiction upon final determination in a final, non-appealable decision with respect thereto, that this Agreement has been breached by the non-prevailing Party or that the prevailing Party is entitled to relief for a threatened breach by the Recipient or its Representatives, then the non-prevailing Party hereby agrees to reimburse the prevailing Party for its reasonable and documented costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with such litigation.
4. **General.** This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed by both Parties.

Except as otherwise provided in this Agreement, no Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it, without the prior written consent of the other Party. A person who is not a Party to this Agreement shall not have any rights under or in connection with it. This Agreement shall be binding upon the permitted successors and assigns of both Parties.

This Agreement does not establish a joint venture, a partnership, or other such business arrangement, and the Parties agree that, unless and until a definitive agreement between the Parties with respect to a Transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this or any other written or oral expression of either Party except, in the case of this Agreement, for the matters specifically agreed to herein. Nothing in this Agreement is intended to, or shall be deemed to, establish authorize any Party to make or enter into any commitments for or on behalf of any other Party.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or in .pdf or similar format by electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party.

**Internet Vision Development, (INVID) LLC Client Name**

*Name Name*

*Signature Signature*

*Title of Person Title of Person*

*Signature Date Signature Date*