

MUTUAL NON DISCLOSURE AGREEMENT

THIS MUTUAL NON DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of _____, 2012, between Emerge Group LLC, 10155 Prairie Springs Rd San Diego, CA 92127, and _____, of _____.

1. Purpose. The parties to this agreement wish to explore a business opportunity of mutual interest, and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible or intangible objects (including without limitation documents, prototypes, software code, intellectual property, facilities and equipment). All disclosed information, whether or not it is specifically designated as "Confidential", "Proprietary" or some similar designation is to be considered Confidential Information. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Confidential Information Exceptions. The Recipient does not have an obligation to protect Confidential Information that is: **(a)** in the public domain through no fault of the Recipient; **(b)** within the legitimate possession of the Recipient, with no confidentiality obligations to a third party; **(c)** lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; **(d)** independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or **(e)** disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced or disclosed by law, rule or regulation of any applicable stock exchange, court order, or governmental authority, the Recipient must immediately notify the Discloser of that obligation in writing. The Discloser may move the ordering court or authority for a protective order or other appropriate relief.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect

its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the other party previously approves the same in writing. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth or on the original.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. All Confidential Information is provided "AS IS". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly destroyed or returned to the disclosing party upon the disclosing party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, trademark, or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Mutual Non-Hiring. During the one (1) year period commencing on the Effective Date of this Agreement, the parties mutually agree that under no circumstances will they hire, attempt to hire, or assist or be involved in the hiring of any person employed by the other party or their affiliates during such period either on their own behalf or on the behalf of any other person, entity or enterprise. If either party is in breach of this provision (the Offending Party), in order to compensate the other party (the Offended Party) for the cost of training and acquiring such personnel, the Offending Party shall pay the Offended Party an amount equal to the aggregate annual compensation last paid to the employee so hired. Such amount will be by way of liquidated damages and shall be due and payable upon employment of each such individual by Offending Party.

10. Term. The term of this Agreement is two (2) years from the effective date ("Term"). Either party may terminate the Agreement at any time on sixty (60) days written notice, unless another agreement between the parties provides differently. The parties' obligations not to disclose or improperly use Confidential Information received during the Term will continue for two (2) years after this Agreement expires or is terminated. Early termination of this Agreement does not relieve the Recipient of its obligations for Confidential Information exchanged before the effective date of termination.

11. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

13. Severability. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

14. Governing Laws. This Agreement will be governed by and construed in accordance with the laws of California and venue shall be in San Diego County, California.

Emerge Group LLC

By: _____

By: _____

Name: Brad Hunter _____

Name: _____

Title: COO _____

Title: _____

Date: _____

Date: _____