

MUTUAL NONDISCLOSURE AND NONUSE AGREEMENT

This Mutual Nondisclosure and Nonuse Agreement (the “Agreement”) is entered into effective June 16, 2017, by and between OceanComm, Inc., an Illinois corporation, 60 Hazelwood Dr., Suite 210, Champaign, IL 61820, and _____, a(n) _____, with regard to the following facts:

WHEREAS, each party to this Agreement possesses confidential and/or proprietary information related to its business activities and technology, including, but not limited to, business outlooks, revenue, pricing and other financial matters, trade secrets, customer lists and information, computer programs and software, formulas, data, inventions, techniques, product designs, strategies, including any of the foregoing information as it relates to any Affiliate of a party and also any third party confidential information (the “Confidential Information”); and

WHEREAS, each party in possession of Confidential Information (the “Disclosing Party”) may disclose some of its Confidential Information to the other party (the “Receiving Party”) solely for the purpose stated herein, and both parties desire to confirm that any such disclosure will be subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Permitted Use.** The Receiving Party shall handle, use and treat such Confidential Information as follows: (a) hold all Confidential Information received from the Disclosing Party in strict confidence; (b) use such Confidential Information only for the purpose of (i) evaluating the possibility of a business relationship or other commercial arrangement between the parties; and (ii) if and when such relationship is formed by a written agreement, only to further the purpose and intent expressly stated in such written agreement; (c) reproduce such Confidential Information only to the extent necessary for such purpose; (d) restrict disclosure of such Confidential Information to its officers, directors and employees, and professional representatives with a need to know and which are bound by confidentiality obligations enforceable by the Disclosing Party at least as protective as the obligations provided herein; and (e) not disclose such Confidential Information to any third party, including, but not limited to, any manufacturer or independent contractor, without prior written approval of such Disclosing Party, which shall be in its sole discretion. In addition, the Receiving Party shall not directly or indirectly attempt to reverse engineer, disassemble, decompile or otherwise learn information underlying any of the Confidential Information, including the source code or underlying algorithm with respect to any software.

The restrictions on the Receiving Party’s use and disclosure of Confidential Information as set forth above shall not apply to any Confidential Information which the Receiving Party can demonstrate by contemporaneous documentation: (i) was wholly and independently developed by the Receiving Party without access to or the use of Confidential Information of the Disclosing Party; or (ii) is or has become generally available to the public without breach of this Agreement by the Receiving Party; or (iii) at the time of disclosure to the Receiving Party, was known to such Receiving Party free of restriction and evidenced by documentation in the Receiving Party’s possession; or (iv) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or (v) is disclosed in response to a valid order of a court or other governmental body in the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order; provided, however, that the Receiving Party shall first promptly notify the Disclosing Party in writing of the order to permit the Disclosing Party a reasonable opportunity to seek an appropriate protective order.

2. **Designation.** Confidential Information shall be subject to the restrictions of Section 1 if it is in writing or other tangible form and clearly marked or identified as proprietary or confidential when

disclosed to the Receiving Party or, if not disclosed in tangible form, if clearly identified as confidential or proprietary at the time of disclosure, and shall also be so protected if such information is of a nature that a reasonable person would understand that it is confidential, even if not so marked. The parties agree to use reasonable efforts to summarize the content of oral disclosures which are proprietary or confidential, but failure to provide such summary shall not affect the nature of the Confidential Information disclosed.

3. **No Disclosure**. This Agreement does not permit the Receiving Party to disclose Confidential Information to any of the Receiving Party's Affiliates or to any other third party except as may be explicitly set forth herein. "Affiliate" means, with respect to a party, another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with that party.

4. **No License or Representations**. No license to a party with respect to any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Confidential Information. No representation, warranty or assurance is made by either party with respect to the Confidential Information, including with respect to non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.

5. **No Obligation**. Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation of a party to furnish Confidential Information to the other party or to enter into any agreement or business relationship with the other party.

6. **Return of Information**. All Confidential Information shall remain the sole property of the Disclosing Party which originally disclosed such Confidential Information, and all materials containing any such Confidential Information (including all copies made by the Receiving Party) shall be returned to the Disclosing Party immediately upon termination or expiration of this Agreement, or earlier upon the Disclosing Party's request or when the Receiving Party no longer has a need for such Confidential Information. Upon request of the Disclosing Party, the Receiving Party's principal owner or officer shall certify in writing that all materials containing such Confidential Information (including all copies thereof) have been returned to the Disclosing Party.

7. **Term and Termination**. This Agreement shall become effective on the date first set forth above and shall terminate upon the happening of the earlier of: (a) the written notice of either party to the other of its election, with or without cause, to terminate this Agreement; or (b) the expiration of thirty six (36) months from the date first set forth above.

8. **Survival**. Each party agrees that all of its obligations herein as a Receiving Party shall survive the termination or expiration of this Agreement with respect to any Confidential Information received by it prior to such termination or expiration.

9. **Notice**. Any notice or other communication made or given by either party in connection with this Agreement shall be sent via facsimile (with confirmation) or by registered or certified mail, postage prepaid, return receipt requested, or by courier service addressed to the other party at its address set forth below:

OceanComm, Inc.
60 Hazelwood Dr., Suite 210
Champaign, IL 61820

Attn: Thomas Riedl
Fax: () -

Attn: _____
Fax: () -

10. **Injunctive Relief**. The parties agree that any unauthorized use of any of the Confidential Information or other violation of this Agreement will cause such Disclosing Party irreparable injury for which it would have no adequate remedy at law. Accordingly, the Disclosing Party shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement without need to post bond, in addition to any other rights and remedies available to such Disclosing Party.

11. **Attorneys' Fees**. In the event either party shall act to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith, whether or not suit shall be required.

12. **Governing Law and Forum**. This Agreement shall be governed in all respects solely and exclusively by the laws of the State of Illinois, U.S.A. without regard to conflict of laws and principles. The parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the courts of Illinois, and it is stipulated that venue shall be in Champaign County for the adjudication or disposition of any claim, action or dispute arising out of this Agreement. The foregoing shall not preclude the Disclosing Party from bringing any action in any other jurisdiction as it may determine necessary for the enforcement of this Agreement.

13. **Miscellaneous**. This Agreement constitutes the entire understanding among the parties hereto as to the Confidential Information and supersedes all prior discussions and any written agreements between them relating thereto. The parties further acknowledge and agree that neither has relied upon any representation of the other party, or such party's agents or representatives, other than the representations set out in this Agreement. No amendment, modification or waiver of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. No party may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.

14. **Counterparts and Facsimile Delivery**. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement. The parties may sign and deliver this Agreement by facsimile or other electronic transmission, and agree that such delivery shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

OceanComm, Inc.

By: 

Print Name: Thomas Riedl

Title: Chief Technology Officer

By: _____

Print Name: _____

Title: _____