

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT is made and entered into as of _____, 20____, by and between VOIZAPP INC. ("VoiZapp"), and _____ ("Client") to assure the protection and preservation of any confidential and/or proprietary Information. Both parties agree to discuss confidential information solely for the purpose of exploring a mutually beneficial technology and distribution alliance (the "Purpose"). In reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. Definition. Subject to the limitations set forth in Section 2, all information disclosed by either party shall be deemed to be "**Confidential Information.**" **Confidential Information** means, *inter alia*, confidential and/or proprietary information concerning the technical business and financial activities of either party, including patents, patent applications, trademarks, copyrights and other intellectual property, and information relating to the same, technologies and products (actual or planned), know how, inventions, research and developments activities, inventions, trade secrets and industrial secrets, and also confidential commercial information such as investments, investors, Consultants, customers, suppliers, marketing plans, etc., all of the above - whether documentary, written, oral or computer generated. Confidential Information shall also include information which is labeled or marked "Confidential" or with some other similar proprietary legend, and information of the same nature which Mobile Technologies may obtain and receive from third parties.

2. Exclusions. "Confidential Information" excludes information which: (a) is now or hereafter becomes generally known or available, through no act or failure to act on receiving party's' part; (b) Receiving party independently knows at the time of receiving such information as demonstrated by written records; (c) a third party hereafter furnishes to receiving party without restriction on disclosure and without breach of any confidentiality obligations; (d) Receiving party has independently developed without using any Confidential Information or breaching this Agreement as demonstrated by written records; or (e) Disclosing party gives written permission to Recipient to disclose.

3. Obligations/Restrictions. Both parties will protect the Confidential Information provided to each other hereunder from any use, distribution or disclosure except as expressly permitted hereunder. Both parties will use the same standard of care to protect the Confidential Information as is used to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Both parties shall: (a) not disclose any Confidential Information to any third party without the other party's ' prior written consent; (b) only disclose the Confidential Information to those employees with a need to know such information; provided that both parties bind those employees and contractors to terms at least as restrictive as those stated in this Agreement; (c) use such Confidential Information only to the extent required to accomplish the Purpose; (d) not reproduce Confidential Information in any form except as required to accomplish the Purpose; and (e) promptly provide each other with notice of any actual or threatened breach of the terms of this Agreement. However, either party may disclose Confidential Information in accordance with a judicial or other governmental order provided that both parties shall give the other party written notice prior to such disclosure.

4. Ownership and Return of Confidential Information. All Confidential Information, including patents, trademarks, copyrights, other intellectual property and all copies thereof shall remain the exclusive property of the respective disclosing

party. At either party's request, all or any requested portion of the Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Confidential Information) will be promptly returned to the requesting party or destroyed, and will provide written certification stating that such Confidential Information has been returned or destroyed.

5. No Warranty. All confidential information is provided "AS IS". Neither party makes any warranties, express, implied, or otherwise, including regarding the accuracy, completeness, or performance of its Confidential Information.

6. Rights. No rights or interests in the Confidential Information are implied or granted under this Agreement.

6. 7. Term and Termination. The term of this Agreement and Recipient's obligations hereunder commence on the date hereof and extend with regard to all Confidential Information until three (3) years after the date of final disclosure of Confidential Information hereunder. This Agreement may be terminated by either party upon thirty (30) days written notice, *provided however*, that Paragraphs 3, 4, 6 and 7 shall survive any termination of this Agreement.

8. Remedies. Both parties acknowledge and agree that any breach or threatened breach of this Agreement is likely to cause irreparable harm for which money damages may not be an appropriate or sufficient remedy. Both parties therefore agree that each is entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Texas, USA. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. Recipient recognizes and agrees: (i) that this agreement is necessary and essential to protect the business, property and confidential information of both parties; (ii) that the area and duration of the protective covenants herein are reasonable and necessary to protect the business, property and confidential information of both parties, and does not impose a greater restraint than is necessary to protect the business of either party.

VOIZAPP INC.

By:  Name: Robert B. Wesson

Title: President/CEO Date: _____

CLIENT

By: _____ Name: _____

Title: _____ Date: _____