

## Mutual Non-Disclosure Agreement

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014 (Effective Date) by and between \_\_\_\_\_ and MSB Games Corp dba MeterSteiner (A Wyoming C Corporation) to protect and safeguard the confidential and proprietary information of the respective parties and to safeguard and not disturb the continuing operations of the respective parties.

Whereas, to facilitate discussions regarding the prospective business relationship between the parties in contemplation of the parties entering into a formal agreement, the parties acknowledge that it may be necessary for either party (the Disclosing Party) to disclose to the other party (the Receiving Party) respective confidential and proprietary information of the Disclosing Party including, but not limited to, the Disclosing Party's customer information, cost and pricing information, suppliers, marketing techniques, technical information, trade secrets, component Licensors, financial information and any and all non-public, competitively, or technical valuable information (collectively Confidential Information); and

Whereas, the parties agree, that to facilitate the exchange of Confidential Information, each respective party to this agreement and each party's officers, principals, employees and affiliates of each respective party (for him, her, itself, or for any other person, firm, corporation, or business) acknowledge and agree as follows:

1. The Disclosing Party shall retain all rights, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same which is now or thereafter may be obtained by the Receiving Party or any other party is either granted or implied by the disclosure of Confidential Information. Neither party shall use the name, trademark, service mark, domain name, logo or any other symbol of the other without the other party's prior and express written consent.
2. Each party agrees to limit access to such Confidential Information to authorized employees (and not to independent contractors, representatives or outside agents) who have a substantial need to know the Confidential Information in order for the party to participate in the matter of mutual interest described above and not to disclose such Confidential Information in whole or in part, including derivation, to others or authorize anyone else to disclose such Confidential Information to others without the prior written approval of the Disclosing Party.
3. Confidential Information shall be used only for purposes of work, services or analysis related to the matter of mutual interest described above, and for other purposes only upon such terms as may be mutually agreed upon between parties in writing.
4. The Receiving Party agrees to return promptly to the Disclosing Party any copies, including all derivations, of such Confidential Information in written or other tangible form once use of such information to the limited extent permitted hereunder is complete or upon termination of this Agreement.
5. The Parties hereto agrees that neither the disclosure of Confidential Information nor this

Agreement shall be construed as a license to make, use or sell the Confidential Information. It is understood by the parties that there is no obligation of either party to enter into any further agreement or negotiation with the other except upon such terms and conditions as may be mutually agreed upon, however, the terms and conditions in this agreement including without limitation the use and disclosure of Confidential Information are absolute and binding upon both parties hereto.

6. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyright; any right of privacy; or any rights of third persons. The Confidential Information is being provided "as is" and neither party makes any warranty, whether express or implied or statutory, as to the description, quality, title, noninfringement, merchantability, completeness or fitness for a particular use or purpose as to any Confidential Information provided hereunder, all such warranties hereby being expressly excluded and disclaimed.
7. The Foregoing obligations regarding disclosure of Confidential Information shall not apply, however, to any part of the Confidential Information which; (a) was already in the public domain or which becomes so through no fault of the Receiving Party; (b) was already known or lawfully disclosed to the Receiving Party prior to receipt hereof; (c) is expressly approved for release by written authorization of the Disclosing Party so that the Disclosing Party; or (d) is disclosed pursuant to any judicial or governmental request, requirement or order provided, however, the Receiving Party takes all reasonable steps to provide prompt and sufficient notice to the Disclosing Party so that the Disclosing Party may contest such request, requirement or order.
8. If either party commits a material default or breach of its representations or warranties under this Agreement, the other party shall be entitled to terminate this Agreement immediately and recover any reasonable costs incurred in enforcing or protecting its rights hereunder.
9. Both parties acknowledge and agree that any unauthorized use or disclosure of the Confidential Information may be a violation of the respective party's trade secrets and may constitute unfair competition. The parties agree that an impending or existing violation of these confidentiality provisions would cause irreparable injury for which there is no adequate remedy at law, and agree that either party may be entitled to obtain immediate injunctive relief prohibiting such violation in addition to any other rights and remedies available to it. Both Parties acknowledge and agree that it will not engage in any act of unfair competition during the term of this Agreement or at any other time thereafter.
10. Neither party shall transmit, directly or indirectly, the Confidential Information or any technical data receiving from the other party, nor the direct product thereof, outside the United States without the Disclosing Party's prior written consent and in accordance with all export laws and regulations of the United States. The parties agree that they do not intend nor will they, directly or indirectly, export or re-export any confidential Information to any end-user who either party knows or has reason to know will utilize it in the design, development or production of nuclear, chemical, or biological weapons or to any end user who has been prohibited from participating in U.S. export

transactions by the U.S. government.

11. This Agreement shall not be assignable or transferable by either party without prior written consent of the other and this Agreement shall be binding on affiliates, subsidiaries, representatives, agents, successors and assigns of the parties.
12. This Agreement shall be construed in accordance with the laws of the state of California. Any dispute hereunder shall be adjudicated in the Superior Court, Los Angeles County.
13. This Agreement shall remain in force for the period of five (5) years from the date first written above, unless superseded by a formal agreement between the parties. Notwithstanding termination of this agreement, the provisions relating to the Confidentiality of Information shall survive termination of this Agreement for a period of three (3) years.
14. Any amendment or modification to this Agreement must be in writing and signed by an authorized signatory of both party to be valid and enforceable.
15. This Agreement represents the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussion and/or written correspondences or agreements between the parties with respect thereto.

IN WITNESS WHEREOF the parties has caused this Agreement to be executed by their dully authorized representatives.

**MSB Games Corp**

**Dbas MeterSteiner**

*Greg Wible*

Greg Wible

Managing Director

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