



MUTUAL NON-DISCLOSURE AGREEMENT

Purpose

The parties wish to engage in discussions relating to proprietary company strategies. Each party may disclose confidential information (defined below) to the other. From this point forward, with respect to any specific item of information, the party disclosing such information will be referred to as the “Disclosing Party” and the party receiving such information will be referred to as the “Receiving Party.”

Confidential Information

Confidential Information includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by the Disclosing Party to the Receiving Party.

Obligations

The Receiving Party agrees that the Confidential Information is considered confidential and proprietary to the Disclosing Party. The Receiving Party agrees to hold the same in confidence, will not use the Confidential Information other than for its intended purpose, and will disclose it only to its officers, directors, or employees. The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party.

Confidential Information furnished in tangible form will not be duplicated by the receiving party except for purposes of this agreement. On the request of the Disclosing Party, the Receiving Party will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request. At the Receiving Party’s option, any documents or other media developed by the Receiving Party containing Confidential Information may be destroyed by the Receiving Party. The



Receiving Party will provide a written certificate to the Disclosing Party regarding destruction within five (5) days.

Terms

These terms are binding to all parties for three (3) years from the date a party last discloses any Confidential Information to the other pursuant to this Agreement. Further, the obligation not to disclose will not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against a party, nor by the rejection of any agreement between the parties, by a trustee of a party in bankruptcy, or by a party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

No License

Nothing in these terms grants or confers any rights by license or otherwise. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information is not construed as any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may include unannounced products. The Receiving Party agrees not to use any Confidential Information to develop or have a third party develop a competing or similar product.

Governing Law and Equitable Relief

This Agreement will be governed and construed in accordance with the laws of the United States and the State of Michigan. The parties agree that in the event of any breach or threatened breach of this Agreement, either party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

Entire Agreement

This Agreement terminates and supersedes all prior understandings or agreements on these terms.



No Assignment

Neither party may assign this Agreement or any interest without the other party's prior written consent.

Severability

It is the intent of the parties that the terms of this Agreement are enforced by applicable laws of the State of Michigan. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement will be deemed amended to delete the portion that is adjudicated.

Notices

Any notice required by this Agreement will be in writing and given to the appropriate party by time-stamped electronic signature, certified mail or recognized overnight delivery services.

Virtual Tours, LLC	<i>Participant</i>
Address: 10020 Professional Center Dr.	Address:
Address 2: Ste 200	Address 2:
Signature:	Signature:
Name: Peter Tighe	Name:
Title: Partner	Title: