

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is effective _____, by and between _____, having a place of business at _____, (hereinafter called "COMPANY") and **Over the Edge Inc. / JMP Answers llc.**, of OH, having a place of business at 2737 Sawbury Boulevard, Columbus, OH 43235 (hereinafter called "Tech/Developers").

WHEREAS, the parties wish to disclose to each other on a confidential basis certain information related to respective sales data, customers, customer mix, product mix, methods, procedures, pricing, strategy and related information (hereinafter "Subject Matter"), which information the parties deem to be proprietary and confidential; and

WHEREAS, each party is willing to receive such information in confidence from the other subject to the terms and conditions of this Agreement for the sole purpose of evaluating a potential business transaction between the parties (hereinafter the "Project").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Confidential Information, as used herein, shall mean oral, written or documentary information that relates to the above-identified Subject Matter and is received by the receiving party from the disclosing party or a party acting on behalf of the disclosing party. Information meeting these requirements shall be deemed Confidential Information notwithstanding the fact that the receiving party has received it from a third party pursuant to a confidentiality agreement. Information orally disclosed by the disclosing party shall be considered confidential if such is identified as confidential at the time of disclosure or is identified as confidential within twenty (20) days after the first oral disclosure thereof.
2. The term "Trade Secrets" as used in this Agreement shall mean Confidential Information that:
 - a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and
 - b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
3. "Confidential Information" and "Trade Secrets" do not include, and the receiving party shall have no obligation with respect to information that:
 - a) is already known to the receiving party prior to receipt from the disclosing party as evidenced by prior documentation thereof; or
 - b) is or becomes publicly known through no wrongful act of the receiving party; or
 - c) is rightfully received by the receiving party from a third party without restriction and without breach of this or any other Agreement; or
 - d) is approved for release by written authorization of the disclosing party; or
 - e) if Receiving Party receives a subpoena or other administrative or judicial process demanding Receiving Party to disclose all or any part of the Confidential Information, Receiving Party will promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or waive Receiving Party's compliance with the provisions of this Agreement. If Disclosing Party decides to seek a protective order, Receiving Party agrees to use its best efforts to assist Disclosing Party in obtaining such an order. If, in the absence of a protective order or the receipt of a waiver under this Agreement, Receiving Party, in the opinion of Receiving Party's counsel, is compelled to disclose such information to any tribunal or else stand liable for contempt, Receiving Party may disclose such Confidential Information to the tribunal without liability under this Agreement.
4. The parties acknowledge and agree that under this Agreement each will obtain and have access to Confidential Information and Trade Secrets and that the misappropriation, unauthorized use, or unauthorized disclosure of such Confidential Information or Trade Secrets would cause irreparable harm to the disclosing party.
5. With respect to any Trade Secrets, each party agrees not to use for any purpose whatsoever or disclose the Trade Secrets of the other at any time hereafter, except as necessary for the performance of its duties under this Agreement or until such Trade Secrets become generally available to the public by independent discovery or development or publication. The rights to protection of Trade Secrets in this Agreement are in addition to the rights under common or statutory law for the protection of Trade Secrets.
6. With respect to Confidential Information, each party agrees that for a period of three (3) years from the effective date of this Agreement, it will not use Confidential Information for any purpose not expressly permitted herein, and that it will avoid and prevent disclosure of Confidential Information to any third party.
7. In carrying out its duties, each party agrees to use a standard of care with respect to each other's confidential information which is at least as high as it uses to protect its own confidential information, and no less than a reasonable standard of care.
8. All Confidential Information and Trade Secrets and all tangible forms of such information, including, but not limited to, business information, data,

documents, drawings, specifications, prototypes, and software received hereunder by a party from the other shall remain the property of the disclosing party, or, if received by a party from a third party, the property of such third party. Upon completion by a party of its use of the other's Confidential Information and Trade Secrets in connection with the above stated purpose of this Agreement, or upon written request by the disclosing party, whichever is earlier, the receiving party shall return to the disclosing party all tangible forms of Confidential Information and Trade Secrets, including any and all whole or partial copies thereof.

9. Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment by a party to engage in any business relationship, contract, or future dealing with the other, or (b) limit a party's right to conduct similar discussions or engage in similar work to be undertaken, so long as said discussions or work do not violate this Agreement.

10. Nothing contained in this Agreement shall be construed as (i) requiring a party to disclose, or a party to accept, any particular information, or (ii) granting to other party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property rights now or hereafter owned, obtained, or licensable by Over the Edge Inc., any third party, or

11. Each party agrees to provide access to the Confidential Information only to those persons who have a need to know this information. Receiving Party agrees not to communicate, or permit any other persons to communicate, Confidential Information to anyone else or to buy, sell, trade or otherwise take any position in any of the securities of Disclosing Party, or any derivatives thereof, in reliance upon such information or to take any action to affect the trading prices of the securities of Disclosing Party or Disclosing Party's ultimate parent company. Receiving Party further acknowledges and agrees that any use of such information for purposes of buying, selling, trading or taking any position in such securities, or any derivatives thereof, prior to any public disclosure by Disclosing Party of such information would violate federal and state securities laws restricting the use or disclosure of inside information.

12. This Agreement shall be deemed to have been completed in the State of Ohio and shall be interpreted and the rights of the parties determined under the laws of the State of Ohio, without regard to the conflict of laws provisions thereof, and only the courts sitting in that State shall have exclusive jurisdiction of the parties for the purposes of adjudicating any disputes under this Agreement. The parties hereby consent to personal jurisdiction and venue in the courts of the State of Ohio and hereby waive any claim or defense that the party lacks minimum contacts with the forum, that the Courts of the State of Ohio lack personal jurisdiction of the parties, or that the Courts of the State of Ohio are an improper or inconvenient venue. The parties further agree that service of process may be accomplished by certified mail, return receipt requested, pursuant to the United States Federal Rules of Civil Procedure, as follows:

If to COMPANY:

If to Tech/Developers:

**Over the Edge, Inc. / JMP Answers llc.
2737 Sawbury Blvd.
Columbus, OH 43235**

13. Neither party shall publicly announce or in any way disclose the existence of this Agreement, its contents, any discussions relating thereto, or the discussions of the business relationship being considered, without the prior consent of the other party or except as may be required by law, in which case the party required to make disclosure shall give the other party the maximum feasible prior notice of such disclosure.

14. This Agreement expresses the entire agreement between the parties respecting the subject matter hereof and shall not be modified except by a writing signed by authorized representatives of the parties on or after the date hereof.

15. The persons executing this Agreement on behalf of the parties hereto represent that they are fully authorized to do so on behalf of their respective principals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date first written above.

Signature: _____

Signature: Joseph Pesce

Print Name: _____

Print Name: Joseph Pesce

Title: _____ Date: _____

Title: Executive Officer Date: _____

Company: _____

Company: **Over the Edge, Inc. / JMP Answers llc.**

