

REALVU, L.L.C. NON-DISCLOSURE AGREEMENT

STANDARD

This Standard Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below.

COMPANY
 Dupatin Media, LLC
 1466 Broadway
 24th Fl
 Sign: Andrew Batkin
 Print Name: Andrew Batkin
 Print Title: CEO
 Signature Date: 8/9/18

REALVU, L.L.C.
 1521 Alton Road, Number 824
 Miami Beach FL, 33139-3301

Sign: [Signature]
 Print Name: Cary Minkin
 Print Title: VP of Sales
 Signature Date: 8/9/18

WHEREAS, REALVU OFFERS and INDIVIDUALS are interested in entering into discussions to explore a possible investment or other business relationship (the "Transaction") involving REALVU Inc.

WHEREAS, in connection therewith, each of INDIVIDUAL and REALVU has requested the other party to provide it with certain Confidential Information (as hereinafter defined) in order to enable each of them to evaluate the proposed Transaction.

NOW THEREFORE, in light of the above premises the parties mutually agree as follows:

1. Definition of Confidential Information and Exclusions.

(a) "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party financials, plans, software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, technical information, including research, development, procedures, algorithms, data, designs, and know-how, information acquired during any facilities tours or meetings with executives of the Disclosing Party, and information received from others that Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates and Authorized Personnel (as defined herein) of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including, but not limited to, subsidiaries, that, directly or indirectly, control, are controlled by, or are under common control with a party. Prior to the time that any Confidential information is shared with an Affiliate or Authorized Personnel who has not signed this Agreement, the Receiving Party that executed this Agreement below (the "Signatory Receiving Party") shall have entered into an appropriate written agreement with that Affiliate or Authorized Personnel sufficient to enable the Disclosing Party and/or the Signatory Receiving Party to enforce all of the provisions of this Agreement against such Affiliate or Authorized Personnel.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became rightfully known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party; or (v) constitutes Feedback (as defined in Section 5 of this Agreement).

2. Obligations Regarding Confidential Information.

(a) Receiving Party shall:

- (i) Refrain from disclosing in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose, any Confidential Information of the Disclosing Party to third parties for two (2) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement.
- (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party.

information, disclosed ~~by~~ Disclosing Party ~~to~~ Receiving Party under the terms ~~of~~ this Agreement, except as expressly permitted ~~by~~ applicable law.

(b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).

(c) The Receiving Party may disclose Confidential Information only to Receiving Party's employees, agents and consultants who need access to such Confidential Information for the sole purpose of testing the interoperability of Disclosing Party's computer software and/or hardware with those of Receiving Party on a need-to-know basis ("Authorized Personnel"). Prior to any aforementioned disclosure, the Receiving Party will have executed or shall execute appropriate written agreements with its Authorized Personnel sufficient to enable Receiving Party to enforce all the provisions of this Agreement. Receiving Party shall ensure compliance by Authorized Personnel with the terms and conditions of this Agreement, and shall be responsible for any breach ~~of~~ such terms and conditions by any Authorized Personnel.

(d) Receiving Party shall notify the Disclosing Party immediately upon discovery ~~of~~ any unauthorized use ~~or~~ disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants and will cooperate with Disclosing Party in every reasonable way to help Disclosing party regain possession of the Confidential Information and prevent its further unauthorized use ~~or~~ disclosure.

(e) Receiving Party shall, ~~at~~ Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and ~~all~~ other tangible materials ~~and~~ devices provided to the Receiving Party as Confidential Information, or, ~~at~~ Disclosing Party's option, certify the complete and permanent destruction ~~of~~ the same.

3. Remedies.

The parties acknowledge that monetary damages may ~~not be a~~ sufficient remedy ~~for~~ unauthorized disclosure ~~of~~ Confidential Information and that Disclosing party shall ~~be~~ entitled, without waiving any other rights ~~or~~ remedies, ~~to~~ such injunctive ~~or~~ equitable relief as may be deemed proper by ~~a court~~ of competent jurisdiction.

4. Miscellaneous.

(a) All Confidential Information, and any derivatives thereof, is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right or license to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents or pending patent applications, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b) In the event that the Disclosing Party provides any computer software and/or hardware to the Receiving Party as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only be used by the Receiving Party for evaluation and providing Feedback (as defined in Section 5 of this Agreement) to the Disclosing Party. Unless otherwise agreed ~~by~~ the Disclosing Party and the Receiving Party, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable ~~for~~ any damages whatsoever arising from or relating to Receiving Party's use of or inability to use such software and/or hardware.

(c) The parties agree ~~to~~ comply with all applicable international and national laws that apply to any Confidential Information.

(d) The terms ~~of~~ confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop ~~or~~ acquire products without use of the other party's Confidential Information. ~~The~~ Receiving Party shall not disclose or use the Confidential Information except as expressly permitted pursuant to the terms ~~of~~ this Agreement ~~or~~ any license agreement as may ~~be~~ separately executed by and between the parties.

(e) None ~~of~~ the provisions ~~of~~ this Agreement shall ~~be~~ deemed ~~to~~ have been waived ~~by~~ any act ~~or~~ acquiescence ~~on~~ the part of Disclosing Party, the Receiving Party, their agents, employees, or Affiliates, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver ~~of any other provision(s) or of the same provision on~~ another occasion.

(f) If either Disclosing party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled ~~by the laws of the State of Florida, and~~ the parties hereto further consent ~~to~~ exclusive jurisdiction and venue ~~in the federal courts sitting in Salt Lake County, Utah, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Salt Lake County, Utah.~~ Company waives all defenses ~~of~~ lack of personal jurisdiction and forum ~~non~~ conveniens. Process may ~~be~~ served ~~on~~ either party ~~in the manner authorized by applicable law or court rule.~~

(f) If either Disclosing party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the State of Florida, and the parties hereto further consent to exclusive jurisdiction and venue in the federal courts sitting in Miami Dade County, Florida, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Miami Dade County, Florida. Company waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

(g) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns, provided, however, that no Receiving Party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the Disclosing Party. Any attempted assignment in violation of this Section shall be void.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party sent to the address listed above (and if to RealVu, with a cc to Thomas Bagley, Bennett, Tueler, Johnson & Deere, 3165 E Millrock Dr, Suite 500, Salt Lake City, UT 84121; email: tbagley@btjd.com). All sections of this Agreement shall survive any such termination.

(j) This copy of this Agreement may not be altered except to complete any blanks in the signature blocks above (e.g. signature date), and any other modifications, additions, or other alterations are void and not part of this Agreement. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

(k) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous non-disclosure agreements or communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

(l) This Agreement may be executed in two or more 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 when a duly authorized representative of each party has signed the counterpart.

5. Suggestions and Feedback.

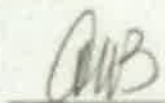
The Receiving party may from time to time provide suggestions, comments or other feedback ("Feedback") to the Disclosing Party with respect to Confidential Information provided originally by the Disclosing Party. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by the party offering the Feedback, shall not, absent a separate written agreement, create any confidentiality obligation for the receiver of the Feedback. Receiving Party will not give Feedback that is subject to license terms that seek to require any Disclosing Party product, technology, service or documentation incorporating or derived from such Feedback, or any Disclosing Party intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of the Feedback shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

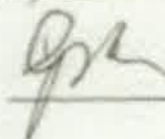
Addendum: RealVu-Duration Media NDA:

As requested by Duration Media, note additional comment in Section 2 (iv):

The receiving party have previously worked with or for competitors, Webspectator and Moat, in the viewability field as the Disclosing Party with other information that is similar to the Confidential Information that the Disclosing Party are presenting to the Receiving Party.

Initial

 **Duration Media**

 **RealVu**