

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) is made as of April 18, 2016 (“Effective Date”) by and between Inventergy Global, Inc., having a principle place of business at 900 E. Hamilton Avenue, Suite 180, Campbell, CA 95008, and its subsidiaries and affiliates (collectively, “Inventergy”) and Lopoco Inc., , having a principle place of business at 212 Thompson Square Mountain View, CA. 94043 and its subsidiaries and affiliates (collectively "Lopoco"). This Agreement refers to Inventergy and Lopoco collectively as the “Parties” and individually as a “Party.”

Inventergy and Lopoco wish to discuss and explore a potential business relationship (the “Purpose”). In furtherance of the Purpose, a disclosing party (or “Discloser”) may disclose to a receiving party (or “Recipient”) certain Confidential Information (as defined below). “Recipient” shall be deemed to include the Recipient’s Representatives. “Representatives” shall include the directors, officers, employees, agents, partners or advisors of such party and those of its parent company, subsidiaries and affiliates (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and includes any bank, financial institution or investor providing financing for the Purpose. In order to prevent the unauthorized disclosure and use of any such Confidential Information, the Parties agree as follows:

- 1. Definition of Confidential Information.** “Confidential Information” means any non-public information that Discloser provides by any means to Recipient and that relates to Discloser’s business or the Purpose. Confidential Information includes, but is not limited to, patents, patent applications (together “Patent Assets”), claim charts and related analysis for any Patent Assets, technical, business, sales or marketing information, customer buying patterns, algorithms, trade secrets, customer and prospect lists, investor identity and associated information, information received from legal counsel, sales plans, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, data, and processes, whether or not protectable under patent, trademark or copyright law and all notes, analyses, and interpretations thereof. Confidential Information includes modifications or derivatives that are based upon or contain Confidential Information, including summaries, reports or analyses of Confidential Information. Discloser shall endeavor to identify Confidential Information by marking such materials as confidential or proprietary. If Confidential Information is disclosed orally, Discloser may designate such information as confidential or proprietary at the time of disclosure or in writing delivered to the Recipient within thirty days after such disclosure, but Recipient shall regard any such information as Confidential Information if it is of the type that Recipient should reasonably understand is ordinarily treated as confidential or which Recipient ordinarily treats as confidential in their own business.
- 2. Term.** This Agreement applies to Confidential Information that is received or disclosed on or after the Effective Date. Unless extended by the Parties in writing, this Agreement will terminate three (3) years following the date of the most recent disclosure of Confidential Information (the “Term”). A Recipient’s obligations with respect to the Confidential Information will continue in effect following termination of this Agreement until and unless such Confidential Information becomes public.
- 3. Protection of Confidential Information.** Recipient will not use the Confidential Information for any reason other than to carry out the Purpose. Recipient will not disclose, and will restrict access to, Confidential Information to any third party other than Recipient’s Representatives who need to know the Confidential Information in order to carry out the Purpose and are under an obligation of confidentiality to Recipient pursuant to a written agreement substantially similar to this Agreement. Recipient will protect the Confidential Information by using the same degree of care as Recipient uses to prevent the unauthorized disclosure of its own confidential information, but no less than a reasonable degree of care.
- 4. Material Non-Public Information.** As part of this Agreement, Inventergy may provide Lopoco with Confidential Information that may also constitute material non-public information concerning Discloser.

10. Federal Law. Each Party acknowledges that the U.S. Department of Commerce Administrative Regulations or other requirements of the U.S. Government regulating the export of Confidential Information may control the Confidential Information. Each Party agrees that it shall not attempt to nor knowingly export or re-export Confidential Information of the Discloser to any country without first having obtained all necessary approvals therefor.

11. Remedies for Breach. Each Party acknowledges that this Agreement is necessary and reasonable in order to protect Discloser and its business and that monetary damages may be inadequate to compensate Discloser for any breach by Recipient of its obligations under this Agreement. Recipient acknowledges that any breach or threatened breach of this Agreement may cause irreparable injury to Discloser and that, in addition to any other remedies that may be available in law, equity or otherwise, Discloser will be entitled to seek injunctive relief against Recipient's threatened or continued breach of this Agreement, without the necessity of proving that there is no adequate remedy at law, without posting a bond.

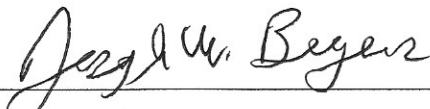
12. Miscellaneous. This Agreement will be binding upon and for the benefit of the Parties, their Representatives and their successors and permitted assigns. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other. Any attempt to make such an assignment or delegation without written consent will be void and may cause the assigning party to incur liability hereunder. Failure to enforce any provision of this Agreement will not constitute a waiver of that or any other provision. If a court of competent jurisdiction holds any part of this Agreement invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected. This document contains the entire agreement between the Parties with respect to its subject matter and supersedes any previous understanding, commitments, or agreements, oral or written. All additions or modifications to this Agreement must be in a writing signed by both Parties and referring expressly to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The headings in this Agreement are for reference only and shall not affect interpretation of this Agreement.

13. Governing Law. This Agreement is made under and will be construed according to the laws of the State of California, without regard to that State's conflict or choice of law provisions. The exclusive venue for disputes arising from this Agreement is the state and federal courts located nearest to Campbell, California, and the Parties irrevocably submit to the jurisdiction of such courts.

Each Party has executed this Agreement through its authorized representatives below

INVENTERGY GLOBAL, INC.

By:



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By:

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