



# Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is made by and between TeleMedium Coporation ("TeleMedium"), whose principal place of business is at 1231 N. Glenville Dr., Richardson, TX 75081, for itself and all entities it directly or indirectly controls ("TeleMedium") and \_\_\_\_\_, whose principal place of business is at \_\_\_\_\_, for itself and its Affiliates ("Company"). "Affiliates" of the Company are all persons and/or entities that are directly or indirectly controlling, controlled by or under common control with the Company. TeleMedium and Company may be referred to separately as a "Party" and collectively as the "Parties."

In connection with ongoing discussions between the Parties concerning possible transactions ("Transactions"), each Party to this Agreement may wish to disclose certain proprietary and confidential information to the other Party on a confidential basis. Such proprietary and confidential information ("Confidential Information") includes, but is not limited to, technical information; financial, accounting, or marketing data; business plans, analyses, forecasts, predictions, or projections; intellectual property, trade secrets, or know-how; personal, member, or account information of a Party's customers or service users; and reports, analyses, studies, or other materials containing or based upon other Confidential Information. When Confidential Information is disclosed in documentation, drawings, specifications, software, technical, or engineering data, or other physical or electronic writings, such materials must be clearly marked Confidential or the like. When Confidential Information is disclosed orally or in intangible form, then, in order to be covered by this Agreement, such information must be noted as Confidential in a document that describes, summarizes or re-discloses Confidential Information and that is provided to the Party receiving Confidential Information within thirty (30) days of the initial disclosure.

The Parties shall use the Confidential Information only for the purpose of evaluating or participating in the Transactions; shall reproduce the Confidential Information only to the extent necessary for such purpose; shall only disclose the Confidential Information to their and their Affiliates' employees, officers, directors, consultants, attorneys, advisors, agents, potential investors and purchasers having a need to know; shall advise all receiving employees, officers, directors, consultants, attorneys, advisors, agents, potential investors and purchasers of the confidentiality obligations assumed in this Agreement; and shall not disclose the Confidential Information to any other third party without the disclosing Party's written consent, unless disclosure is needed for securities law or antitrust law purposes or is required by law, regulation, government agency or court order, discovery request or subpoena. Each Party will apply reasonable safeguards against the unauthorized disclosure of Confidential Information and agrees that it will protect the Confidential Information of the other Party in at least the same manner and to the same degree that it protects its own confidential and proprietary information, provided that such standard of care shall be no less stringent than that which is reasonably calculated to prevent unauthorized use or disclosure of the disclosing Party's Confidential Information.

3. All materials containing Confidential Information shall remain the property of the disclosing Party. Upon written request from the disclosing Party, all Confidential Information in the possession of the receiving Party shall be returned to the disclosing Party or destroyed, together with any copies thereof, at the option of the disclosing Party; and the receiving Party shall certify in writing that all Confidential Information has been returned or destroyed in accordance with the instruction of the disclosing Party.

4. The receiving Party shall not reverse-engineer, de-compile, or disassemble any hardware or software provided or disclosed to it and shall not remove overprint, alter, obscure or deface any element(s), indicia or notice of copyright, trademark logo, legend or other notice of ownership from any originals or copies of Confidential Information that would otherwise identify it as being the property of the other Party.

5. The confidentiality restrictions contained in this Agreement shall not apply to any Confidential Information that: (a) is or becomes publicly known or available through no wrongful act of the receiving Party; and/or (b) was previously known to the receiving Party free of any obligation to keep it confidential; and/or (c) is independently developed by or for the receiving Party; and/or (d) is received from a third party, provided that such third party is not known by the receiving Party to be bound by a confidentiality or secrecy obligation with respect to such information.

6. No license under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is granted or implied by any disclosure of information. This Agreement does not enlarge, diminish or affect the rights and obligations that either Party may have or come to have under any other written agreement, or with respect to any patent or copyright.

7. Subject to the terms of this Agreement, neither Party shall be prevented or excluded by this Agreement from meeting, exchanging information, entering into agreements or conducting business relationships of any kind relating to the Transactions with third parties; nor will communications between the Parties serve to impair the right of either Party to develop, make, use, procure, and/or market products or services now or in the future that may be competitive with those offered by the other, or to provide products to competitors of the other Party.

This Agreement does not commit either Party to disclose any particular information. Neither Party nor any of its representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. Neither Party nor its representatives or advisors shall have any liability to the other Party or any of its representatives or advisors resulting from the use of the Confidential Information.

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Neither Party will be under any legal obligation of any kind whatsoever with respect to the Transactions by virtue of this Agreement or any oral expression with respect to such Transactions, except, in the case of this Agreement, for the matters specifically agreed to herein.

In the event that a Party (a) needs to make disclosures of Confidential Information for securities or antitrust law purposes, or (b) is required by law, regulation, government or court order, discovery request or subpoena to disclose any Confidential Information, then in the case of (a), such Party shall provide the other Party with written notice so that the Parties can work together to limit the disclosure to the greatest extent possible consistent with legal obligations; or in the case of (b) such Party shall use reasonable efforts to minimize disclosure and to obtain assurances that the recipient accord confidential treatment to the Confidential Information, and shall notify the disclosing party contemporaneously of such disclosure.

The Parties acknowledge that any products and technical information (including, but not limited to, software, services and training) provided under this Agreement may be subject to U.S. export laws and regulations, and any use or transfer of such products or technical information must be authorized under those laws and regulations. The Parties agree that they will not use, distribute, transfer, or transmit the products or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations.

Each Party agrees that, for a period of two (2) years from the Effective Date it will not, directly or indirectly, solicit for employment any current or former employee of the other Party if the first Party had any contact whatsoever with such an employee in connection with the Transactions, except that a Party shall not be precluded from soliciting: (a) former employees of the other Party who have not been employed by the other Party for at least six (6) months, and (b) pursuant to general solicitations for employment not directed specifically at employees of the other Party.

If any provision of this Agreement or its application is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any of the other provisions and applications thereof shall not in any way be affected or impaired.

No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other with any obligation or provisions hereunder, and no custom or practice of the Parties at variance with the terms hereunder shall constitute a waiver of the right to demand exact compliance with the terms hereof. Waiver by a non-defaulting Party of any right arising from a default of the other Party shall not affect or impair the rights of the non-defaulting Party with respect to any subsequent default by the other Party of the same or of a different nature.

No assignment of this Agreement shall be valid without the written consent of both Parties, which shall not be unreasonably withheld, except that either Party may assign this Agreement without consent of the other Party to any present or future Affiliate or any successor entity.

This Agreement shall become effective as of the date on which it is first executed below ("Effective Date"), and shall cover all Confidential Information disclosed in connection with the Transactions before or after the Effective Date. Unless terminated by either Party upon ten (10) days prior written notice to the other Party, this Agreement shall continue for a period of two (2) years from the Effective Date. Upon termination or expiration of this Agreement, the Parties' obligations with respect to all Confidential Information disclosed under this Agreement shall survive for an additional two (2) years.

Each Party agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by it and that the non-breaching Party shall be entitled to equitable relief, including but not limited to injunction and specific performance, in the event of any such breach or threatened breach, in addition to all other remedies available at law or in equity without the necessity of posting any bond or other security or proving that money damages would be an inadequate remedy.

The law of the Commonwealth of Texas, excluding its choice of law rules, shall govern the interpretation and enforcement of this Agreement. The Parties consent to the jurisdiction and venue of the United States District Court for Texas and of the Circuit Court of Collin County, Texas in all matters arising out of this Agreement.

This Agreement may not be modified, changed or amended, except by a writing signed on behalf of each of the Parties by the respective duly authorized officers or representatives. This Agreement constitutes the entire understanding between the Parties as to the confidential treatment of any information exchanged between them related to the Transactions.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf.

**TeleMedium Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_