



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the date last written below between Cotran Telecommunications, Ltd. (COTeL), a Delaware company having its principal place of business at Five Greentree Centre, Suite 104, Route 73, Marlton, New Jersey 08053 and

\_\_\_\_\_ hereafter referred to as "**Prospective VTSA**",  
having its principal place of business at

\_\_\_\_\_

In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, the parties to this Agreement agree as follows:

1. This Agreement shall apply to any non-public information of either party, including, without limitation, any information concerning, derived from or in any way relating to the business, operations or financial condition of either party, marketing plans, business strategies, business plans, financial information, forecasts, personnel information, corporate structure, shareholder information, existing or potential acquisition targets, computer software, trade secrets, customer lists and all other information which, if known, would be of advantage to others competing with, or that may compete with, either party or would be of disadvantage to either party, whether or not subject to patent, trademark, trade secret, copyright or other statutory protection ("Confidential Information"). "Disclosing Party" is the party disclosing confidential information. "Receiving Party" is the party receiving confidential information.

2. The Receiving Party agrees (i) to hold the Disclosing Party's Confidential Information in strict confidence, (ii) not to disclose to any third party any of the Confidential Information, or the fact that the Confidential Information has been disclosed to, or examined by, the Receiving Party, and (iii) not to use any Confidential Information for any purpose except solely for the purpose of exploring a business relationship with the Disclosing Party. In the event that the Receiving Party is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party, the Receiving Party is nonetheless, in the written opinion of the Receiving Party's legal counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information that such counsel advises the Receiving Party is legally required to be disclosed, provided that the Receiving Party exercises its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

3. The Receiving Party shall not disclose the Confidential Information to any third party other than persons in the direct employ of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.



4. The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without access to the Confidential Information and such independent development can be shown by documentary evidence; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) is transmitted by the Disclosing Party after receiving written notification from the Receiving Party that it does not desire to receive any further Confidential Information; (vii) is disclosed by the Receiving Party under a valid order created by a court or government agency, provided that the Receiving Party provides prior written notice to the Disclosing Party of such obligation and the opportunity to oppose such disclosure.

5. Upon written demand of the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

6. Each party shall retain all right, title and interest to such party's Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information.

7. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.

8. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

9. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons.

10. Neither party shall transmit, directly or indirectly, the Confidential Information or any technical data received from the other party, nor the direct product thereof, outside the United States without the Disclosing Party's prior written consent and in accordance with all export laws and regulations of the United States. The parties agree that they do not intend nor will they, directly or indirectly, export or re-export any Confidential Information to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons or to any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government.



**Cotran Telecommunications, Ltd.**

11. The Receiving Party shall not assign this Agreement without the prior written consent of the Disclosing Party, which consent may be withheld for any reason.

12. The provisions of this Agreement are of an extraordinary character, as a result of which (a) monetary damages for breach by the Receiving Party of such provisions would be difficult to calculate and (b) any breach by the Receiving Party of such provisions will cause irreparable harm to the Disclosing Party for which the Disclosing Party will not have an adequate remedy at law. In view of the preceding sentence, the Receiving Party hereby consents to any injunction in favor of the Disclosing Party to enjoin a breach or threatened breach by the Receiving Party of any such provisions by any court of competent jurisdiction, without prejudice to any other remedy to which the Disclosing Party may be entitled upon breach by the Receiving Party of this Agreement.

13. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Delaware (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

14. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

15. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**Cotran Telecommunications (COTeL)**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_