

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by and between AB&T Telecom , LLC ("AB & T") whose principal place of business is 7905 A Cessna Ave., Gaithersburg, MD 20879 and the other party signing below ("Company").

WHEREAS, each party contemplates disclosing certain of its confidential information to the other for the Purpose set forth below; and

WHEREAS, each party desires to set forth the terms that apply to such confidential information.

NOW, THEREFORE, the parties agree as follows:

1. **Definition of Confidential Information:** Each party ("Disclosing Party") may, either orally, in written form, or otherwise disclose to the other party ("Recipient") or the Recipient may otherwise obtain the Disclosing Party's confidential information ("Confidential Information") for the Purpose set forth below. In order to be Confidential Information, any information disclosed in a tangible form must be conspicuously marked as being the Disclosing Party's confidential information, and information disclosed orally must be clearly indicated as being confidential at the time of disclosure and confirmed as such in writing within ten (10) days of disclosure; provided, however, that any information that one Party may disclose to the other Party or that one Party may otherwise obtain hereunder regarding either (i) the other Party's existing or potential customers; (ii) the other Party's network, including without limitation, information regarding routing of the Party's end-users' data over such network and existing network hardware and facility configurations and plans for modifying such configurations, shall be that Party's Confidential Information whether or not it is indicated as such at the time of disclosure, and if it is orally disclosed, whether or not it is subsequently confirmed as such in writing.

If any of the following apply to any information, such information shall not be considered as Confidential Information: (i) it is or becomes available to the public through no wrongful act of the Recipient; (ii) it is already in the possession of the Recipient and not subject to any agreement of confidence between the parties; (iii) it is received from a third party without any restriction known to the Recipient for the benefit of the Disclosing Party; or (iv) it is independently developed by the Recipient.

2. **Use and Care of Confidential Information:** Confidential Information disclosed or obtained hereunder during the Disclosure Period set forth below shall only be used by the Recipient for the Purpose set forth below, and it shall not be disclosed by the Recipient for a period of five (5) years from the expiration of the Disclosure Period, except to those employees, affiliates, advisors, and consultants of the Recipient who have a need to know and an obligation to treat Confidential Information in accordance with the provisions of this Agreement. The Recipient may disclose the Disclosing Party's Confidential Information pursuant to a requirement of a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the Disclosing Party unless such notice is prohibited.
3. **Return of Confidential Information:** Upon receipt of a written request from the Disclosing Party, the Recipient shall, at the Disclosing Party's direction, either return to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information and so certify in writing.
4. **Additional Terms:** (a) Nothing hereunder shall grant or confer to the Recipient any rights by license or otherwise in any of the Disclosing Party's Confidential Information. (b) Nothing hereunder shall obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into any agreement or negotiation with any third party. (c) Neither party may assign or otherwise transfer this Agreement, or any of its rights and obligations hereunder, to any third party. (d) The following applies with respect to this Agreement: (i) it shall become effective as of the date of full execution; (ii) it is governed by and subject to the laws and the jurisdiction of the courts of the state of Maryland; (iii) it constitutes the entire agreement between the parties with respect to its subject matter; (iv) it supersedes any prior or contemporaneous oral or written agreements with respect thereto; and (v) it may not be modified except by a written instrument signed by both parties.

Disclosure Period: 12 months from the date of full execution of this Agreement

Purpose: AB&T Telecom Agent program including but not limited to Compensation program.

AB & T Telecom

(Company)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Company's Address: _____

Signature: _____

Printed Name: Emmet J. Tydings

Title: President

Date: _____