



**DISTANTLINK MOBILE VIDEO CONFERENCING AND TELECOMMUNICATIONS INC.
Nondisclosure Agreement**

This Nondisclosure Agreement ("Agreement") is made and effective this date _____ by and between DistantLink Mobile Video Conferencing and Telecommunications Inc., a Nova Scotia Corporation ("DL") and _____ ("Recipient"), which are referred to jointly herein as the "Parties."

1. DL proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, customer or prospective customer lists, equipment, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information and any other information disclosed or submitted, orally, in writing, or by any other media by DL to Recipient. All such Confidential Information shall be reasonably identified as such by DL and Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure.
2. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to DL and Recipient shall hold the same in confidence shall not use the Confidential Information other than for the purposes of evaluating or engaging in a business opportunity with DL, and shall disclose it only to its officers, directors, employees or agents with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from DL to any other party whatsoever except with the specific prior written authorization of DL.
3. Confidential Information furnished by DL shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of DL, Recipient shall return all Confidential Information received including copies or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At DL's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to DL regarding such destruction within ten (10) days thereafter.
4. The obligations of Recipient herein shall be effective for a period of five (5) years (the "Non-Disclosure Period") from the date DL last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall survive the termination of this Agreement and shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between DL and Recipient, by a trustee of Recipient in bankruptcy.
5. To induce DL to enter into this Agreement, Recipient agrees that during the Non-Disclosure Period, within the North American jurisdiction, it will not directly or indirectly (other than in affiliation with DL) engage in any business activity that (1) is competitive with DL; and (2) involves the use of, is derived from, or was identified by Recipient as a result of access to, the disclosed Confidential Information, including without limitation any offer or performance of a competitive service to a disclosed current or prospective client of DL.
6. Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to DL along with the asserted grounds for disclosure.

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7. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to enter into any agreement or association with, nor purchase any products or services from the other party, nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products or services.
8. Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with DL.
9. This Agreement shall be governed and construed in accordance with the laws of the Province of Nova Scotia and Canada and Recipient consents to the exclusive jurisdiction of the Supreme Court in Province of Nova Scotia for any dispute arising out of this Agreement. Recipient agrees that due to the unique nature of the Confidential Information, in the event of any breach or threatened breach by Recipient, DL may obtain, in addition to any other legal remedies which may be available, such equitable relief, without the need to prove actual damages, as may be necessary to protect DL against any such breach or threatened breach. Recipient further agrees to indemnify DL against any loss or harm arising out of or in connection with any breach or enforcement of Recipient's obligations hereunder, including but not limited to attorneys fees and court costs.
10. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. Recipient may not assign this Agreement or any interest herein without DL's expressed prior written consent.
11. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
12. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the Party's registered corporate address.
13. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
14. The undersigned each individually warrants on behalf of himself/herself that this Agreement is signed with all necessary authority.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

**DistantLink Mobile Video Conferencing and
Telecommunications Inc. ("DL")**

_____ ("**Recipient**")

By: _____
Date

By: _____
Date

Title: _____

Title: _____