

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into between _____ with offices at _____ and **TelLAWCom Labs, Inc.**, a Texas corporation, with offices at 100 Ovilla Oaks Drive – Suite 200, Ovilla, Texas 75154 and is dated ____ / ____ / 20__.

In order for the parties to discuss a business relationship, each party may need to disclose confidential or proprietary information to the other regarding its business activities and plans (the "Confidential Information"). The parties agree to protect each other's Confidential Information disclosed within thirty days before or within 2 years after the execution of this Agreement on the following terms.

1. Each party shall use at least the same degree of care, but no less than a reasonable degree of care, to avoid unauthorized disclosure of use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance. Receipt and disclosure of Confidential Information will be coordinated for the parties by:

For TelLAWCom Labs, Inc.:

Leo A. Wrobel

For _____:

2. Neither party has any obligation with respect to any Confidential Information which (a) was previously known by such party without obligations of confidentiality; (b) that party independently develops; (c) is or becomes publicly available without a breach of this Agreement by either party; or (d) is disclosed to it by a third person who is not required to maintain its confidentiality. The party claiming any of the above exceptions has the burden of proving its applicability.
3. Each party may disclose Confidential Information only to its own officers, directors and employees and to its consultants and advisors who reasonably need to know it. Each party shall be responsible to the other for any violation of this Agreement by its own officers, directors, employees, consultants or advisors.
4. Neither party may print or copy, in whole or in part, any documents or other media containing any Confidential Information without the prior written consent of the other party other than copies for its officers, directors, employees, consultants or advisors who are working on the matter. Neither party will remove or deface any notice of copyright, trademark, logo or other proprietary notice of the other party appearing on any original or copy of the other's Confidential Information.
5. Neither party may use the other party's Confidential Information for competing with the other party or for any purpose not in furtherance of the business relationship between them.
6. Each party's Confidential Information shall remain its own property. Upon the request of the other party, each party shall return all of the other's Confidential Information, or destroy it and provide the other party with written certification of such destruction, except for

archival and backup copies that are not readily available for use and business records required by law to be retained.

7. If either party becomes legally obligated to disclose any of the other party's Confidential Information, the party subject to the obligation shall notify the other party in writing promptly and shall cooperate with the other party at the other party's expense in seeking a protective order or other appropriate remedy.
8. Each party agrees that in the event of a breach or threatened breach by either party, including its officers, directors, employees, consultants or advisors, of the provisions of this Agreement, the non-breaching party will have no adequate remedy in money damages and, accordingly, shall be entitled to seek an injunction against such breach, in addition to any other legal or equitable remedies available to it.
9. Each party is disclosing Confidential Information solely on an "AS IS" basis, with no warranties. The disclosing party will not be liable for any damages arising out of the use of Confidential Information disclosed hereunder.
10. If any Confidential Information originating in the United States is authorized by this Agreement to be disclosed outside the United States, the receiving party agrees to ensure that it or any materials derived from it are not disclosed or communicated to any individual or entity in any country to which the export of such information is prohibited by US export laws or regulations.
11. This Agreement is governed by the laws of Texas without regard to its rules on conflicts of law. Neither party may assign its rights or obligations under this Agreement. No modifications or waiver of any provision of this Agreement shall be effective unless done in writing and signed by the party sought to be bound. This Agreement is the entire agreement between the parties on nondisclosure of Confidential Information and supersedes all prior representations and agreements between the parties on that subject. This Agreement shall expire two years after the last receipt of Confidential Information by either party.

AGREED:

Company

signature

printed name

title

TelLAWCom Labs, Inc. _____
Company

signature

Leo A. Wrobel _____
printed name

President

title

Please print and sign this NDA and fax it to (972) 217-1995. Thank you.