

**THIS MUTUAL NONDISCLOSURE AGREEMENT** (herein the “Agreement”) governs any previous, current and future discussions between DIALOGTECH, Inc., a Delaware corporation (“DialogTech”) and your business organization (“Client” or “You”). By executing this Agreement or by executing any Service Order or other sales order that otherwise references these terms of service, Client agrees to be bound by the terms and conditions set forth herein. The terms “Recipient” and “Discloser” refer to either You or DIALOGTECH, as the case may be.

#### RECITALS

A. The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship (the “Project”) between the parties.

B. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser’s “Information”). Information provided by one party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. “Affiliates” means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.

**IN CONSIDERATION** of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Protection and Use of Confidential Information.** Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient’s employees who: (a) have a substantive need to know such Information in connection with the Project; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. YOU may provide DIALOGTECH’s Information to Client’s Affiliates, consultants, contractors and agents, subject to (a) through (c) above. The Recipient agrees to notify the Discloser of any breach by it or its Affiliates, consultants, contractors, or agents (“Representatives”), of this Agreement of which the Recipient becomes aware, and in any event, the receiving party shall be responsible for any breach of this Agreement by any of its Representatives.
2. **Copying and Reproducing Information.** All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
3. **Exclusions.** Discloser’s Information does not include:
  - a) any information that is publicly known or becomes generally available to the public other than as a result of disclosure by the receiving party or anyone to whom it transmits the information;
  - b) any information Discloser in writing authorizes Recipient to disclose without restriction;
  - c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
  - d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
  - e) any information Recipient independently develops without use of or reference to Discloser’s Information, as demonstrated by tangible evidence.

4. **Legally Compelled Disclosure.** If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
5. **Restriction in Use; No License.** No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed, except as may be required for archival or compliance purposes, and except for the portion of the Information that consists of analyses, compilations, studies or other documents prepared by the Recipient or its Representatives. For archival or compliance purposes, Recipient shall retain a single hard copy and shall keep such information with the Chief Compliance Officer ("CCO") or, if such position does not exist, with an executive level employee with the same or similar responsibilities as would be expected of a CCO.
6. **Reverse Engineering.** The receiving party agrees not to, and not to attempt to, reverse engineer or decompile any software programs provided to it by the disclosing party under this Agreement.
7. **Competitive Development.** This Agreement shall not be construed to limit Discloser's, the Recipient's, or any of their respective representatives' right to independently develop or acquire products, services, or technology without use of the other party's Confidential Information. However, this paragraph shall not be deemed to grant to the Recipient a license under the Discloser's copyrights or patents. The Discloser understands and acknowledges that the receiving Party and/or its Representatives may currently or in the future be developing information, knowledge or technology internally, or obtaining information, knowledge or technology from other persons, that may be similar to information, knowledge or technology contained or reflected in the Discloser's Confidential Information. In addition, the Discloser understands and acknowledges that the Recipient and/or its representatives may have, or in the future may enter into, relationships with other persons having pre-existing relationships with the Discloser and/or its representatives. Provided that each party complies with its obligations contained herein, and except as otherwise expressly provided herein, this Agreement shall not in any way limit, restrict or preclude either party from pursuing any of its present or future business activities or interests or from entering into any agreement or transaction with any person, regardless of whether such business activities or interests are competitive with the business activities or interests of the other party and regardless of whether the subject matter of any such agreement or transaction is in any way similar to the Project.
7. **Term & Termination.** The term of this Agreement and the parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until two (2) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law. Should YOU and DIALOGTECH enter into an agreement at a later date in time, such agreement shall supersede this Agreement.
9. **Specific Performance.** Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
10. **No Waiver.** No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
11. **No Representations or Warranties.** Information is provided "AS IS". Neither party nor any of its respective directors, officers, employees, agents, advisors, Affiliates or Representatives have made or make any express or implied representation or warranty hereunder as to the accuracy or completeness of the Information and none of them shall have any liability hereunder to the other party or any of its Representatives relating to or resulting from use of the Information or for any errors therein or omissions

therefrom. Each party expressly disclaims any and all liability for Information transmitted orally or in writing to the other party or its Representatives excepting only those particular representations and warranties which, in fact, are made in a definitive agreement, and subject to the limitations and restrictions as may be contained therein. This Agreement is not a commitment by either party to enter into any transaction or business relationship, nor is it an inducement for either party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both parties.

12. **Severability.** If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
14. **Additional Restrictions on Disclosure and Contacts.** Except as required by the rules and regulations of the Securities and Exchange Commission or any applicable stock exchange or securities commission (in which case the Recipient and its Representatives will use reasonable efforts to notify the Discloser before complying with such rules and regulations), until the earlier of (x) the expiration of this Agreement or (y) a public disclosure that the transaction of the type being evaluated hereunder has been agreed to or consummated, each party agrees not to, and will direct its Representatives not to, disclose to any third party (a) the existence or contents of this Agreement or (b) the fact that it is evaluating the Information or the possibility of a transaction with the other party. The parties agree that all the terms and conditions of this Agreement shall be kept confidential except as required by law, or pursuant to court order or in the course of litigation between the parties.
15. **Binding Agreement.** This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.
16. **Amendments.** Any amendment or modification to this Agreement must be in writing and signed by both parties.
17. **Choice of Law.** This Agreement shall be deemed executed in the State of Illinois, U.S.A., and is to be governed and construed by Illinois law, without regard to its choice of law provisions. The parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Illinois.
18. **Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
20. **Entire Agreement.** This Agreement is the entire agreement between the parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.