## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is effective upon full execution and is made between Obie Tel, LLC, with an address at 415 Madison Ave., 13th Fl., New York, NY 10017 and Inteliquent, Inc. with an address at 550 West Adams Street, Suite 900, Chicago, Illinois 60661. The purpose of this Agreement is to protect the confidential or proprietary nature of information that the parties may disclose to each other in connection with discussions and/or negotiations regarding a possible business relationship (the "Purpose"). All references to a party under this Agreement includes such party's affiliates.

- Is in the receiving party's lawful possession without restriction on use or disclosure prior to receipt thereof from the disclosing party;
- ls subsequently disclosed to the receiving party by a third party that is not subject to a confidentiality obligation to the disclosing party;
- Now is or later becomes part of this Agreement by the receiving party;
- The receiving party is compelled to disclose, pursuant to a lawful requirement or request from a court or governmental agency (including by way of stock market rule or regulation); provided that prior to making any disclosure, the receiving party will (1) endeavor to give the disclosing party written notice, to the extent not otherwise prohibited by law, sufficient to allow the appropriate remedy and (2) disclose only that portion of the Confidential Information as it is required to of the Confidential Information as it is required to disclose, in the opinion of its counsel, to comply with such legal requirement, and will use commercially with legal requirement, and will use commercially such legal requirement, and will use commercially such legal requirement, and will use commercially any of the Confidential Information so disclosed; or
- Was developed by the receiving party independently from and without the developing person(s) having access to any of the Confidential Information received from the other party; or
- Is authorized in writing by the disclosing party to be released or is designated in writing by the disclosing party as no longer being confidential or proprietary.
- The term of this Agreement will commence upon full execution and expire three years thereafter. However, either party may terminate this Agreement by providing the other party with five days written notice. Notwithstanding the foregoing, the non-disclosure and non-use obligations of this Agreement will extend beyond the termination or expiration of this Agreement.
- It is agreed that a violation of any of the provisions of this Agreement will cause irreparable harm and injury to the non-violating party and that party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the violating party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.
- Neither this Agreement nor the provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise or representation by either party to do business with the other or to do anything except as set out specifically in this Agreement. The

- To facilitate discussions, meetings and the conduct of business between the parties with respect to the Purpose, it may be necessary for either party to disclose to the other proprietary or confidential information, which may include financial, technical, customer, vendor, personnel and/or other information related to a party's business other information related to a party's business officential Information"). Confidential Information may be disclosed in written, graphic, oral or other tangible or infamigible forms, and may belong to the disclosing party or to its licensors or affiliates.
- Esch party acknowledges and agrees:
- All Confidential Information received by either party from the other shall be and shall remain the exclusive property of the disclosing party or, if applicable, its licensors or affiliates;
- To limit access to such Confidential Information to authorized individuals (the "Permitted Personnel") who connection with the Purpose. For purposes of this Agreement, Permitted Personnel means a party's employees, directors, its affiliates' employees and directors, and its consultants and professional advisors directors, and its consultants and professional advisors of this Agreement, or (2) in the case of legal advisors only, are subject to rules of professional advisors only, are subject to rules of professional conduct that obligate such personnel to be subject to roles of professional advisors only, are subject to rules of brofessional conduct that obligate such personnel to be subject to conduct that obligate such personnel to be subject to obligations the receiving party will not waive;
- To maintain the confidentiality of the Confidential Information using the same degree of care it uses to protect its own like information, but in any event using at least a reasonable degree of care;
- d. To use such Confidential Information only in connection with the Purpose;
- Upon the disclosing part's request, to return promptly to the disclosing party, or, at the disclosing party's option, to destroy any copies of Confidential Information in written, graphic or other tangible form; and
- Neither the disclosure of Confidential Information, nor the execution of this Agreement shall be construed as (1) requiring a party to disclose or accept Confidential Information, or (2) granting to either party any rights by patent, copyright, trademark, trade secret or other intellectual property right now or hereafter obtained or licensable by the other party.
- 3. These obligations do not apply to Confidential Information that:

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- 10. If for any reason, any provision of this Agreement shall be determined to be invalid, void or unenforceable by a court or regulatory body of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless removal of the provision in question results in a material change to this Agreement. Further, no failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or exercise of any rights under this
- Agreement or any part hereof or any benefit hereunder without the prior consent in writing of the other party, without the prior consent in writing of the other party, except that either party shall be entitled to assign or otherwise transfer this Agreement or any part thereof to any entity which controls, is controlled by, or with which is under the common control of such party, in the event of a merger, consolidation or corporate reorganization, or with the sale of all or substantially all of the assets of such party's business. This Agreement shall be binding on the agents, successors and permitted assigns of the parties.
- counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic transmission. Each party agrees that the electronic transmission shall have the same force and effect as delivery of the Agreement with original ink signatures and delivery of the Agreement with original ink signatures and delivery of the Agreement with original ink signatures and that each party may use such signatures as evidence of the same extent that an original signature could be used.

parties acknowledge and agree that each party may provide services similar to or the same as the services provided by the other party. This Agreement will not restrict either party from continuing to discuss, develop and/or provide such services, subject to each party's and/or provide such services, subject to each party's

This Agreement shall be construed in accordance with the laws of the State of Illinois without giving regard to its choice of law principles. The parties hereby consent to the jurisdiction of any state or federal court located within Cook County of the state of Illinois and consent that all personal service of process be made by certified mail or registered mail directed to the address stated herein and service so made shall be deemed to be completed upon actual receipt thereof. The parties waive any objection to jurisdiction and venue of any action instituted against it in Cook County, wenue of any action instituted against it in Cook County, of jurisdiction or venue. The parties waive the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out or related to this Agreement.

Without limiting the other restrictions set forth in this Agreement, the recipient shall not disclose or otherwise export or re-export Confidential Information (i) into a country subject to embargo by the United States, (ii) to anyone on national or resident of such a country or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, U.S. Commerce Department's Table of Deny Orders.

This Agreement is the entire agreement between the parties with respect to the disclosure of Confidential Information in connection with the Purpose and supersedes all prior agreements and understandings with respect to this subject. This Agreement may be amended only by written subject. This Agreement may be amended only by written

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Obie Tel, LLC

Inteliquent, Inc.