

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 Intelliquent, 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.

1. 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 ("Confidential Information"). Confidential Information may be disclosed in written, graphic, oral or other tangible or intangible forms, and may belong to the disclosing party or to its licensors or affiliates.
2. Each party acknowledges and agrees:
 - a. 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;
 - b. To limit access to such Confidential Information to authorized individuals (the "Permitted Personnel") who have a need to know the Confidential Information in 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 who (1) agree in writing to be bound by terms of non-disclosure and non-use at least as restrictive as the terms of this Agreement, or (2) in the case of legal advisors only, are subject to rules of professional conduct that obligate such personnel to be subject to non-disclosure and non-use obligations, which obligations the receiving party will not waive;
 - c. 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;
 - e. Upon the disclosing party'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
 - f. 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 license or otherwise, express or implied, under any 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:

1. 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 ("Confidential Information"). Confidential Information may be disclosed in written, graphic, oral or other tangible or intangible forms, and may belong to the disclosing party or to its licensors or affiliates.
2. Each party acknowledges and agrees:
 - a. 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;
 - b. To limit access to such Confidential Information to authorized individuals (the "Permitted Personnel") who have a need to know the Confidential Information in 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 who (1) agree in writing to be bound by terms of non-disclosure and non-use at least as restrictive as the terms of this Agreement, or (2) in the case of legal advisors only, are subject to rules of professional conduct that obligate such personnel to be subject to non-disclosure and non-use obligations, which obligations the receiving party will not waive;
 - c. 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;
 - e. Upon the disclosing party'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
 - f. 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 license or otherwise, express or implied, under any 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:

1. 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 ("Confidential Information"). Confidential Information may be disclosed in written, graphic, oral or other tangible or intangible forms, and may belong to the disclosing party or to its licensors or affiliates.
2. Each party acknowledges and agrees:
 - a. 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;
 - b. To limit access to such Confidential Information to authorized individuals (the "Permitted Personnel") who have a need to know the Confidential Information in 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 who (1) agree in writing to be bound by terms of non-disclosure and non-use at least as restrictive as the terms of this Agreement, or (2) in the case of legal advisors only, are subject to rules of professional conduct that obligate such personnel to be subject to non-disclosure and non-use obligations, which obligations the receiving party will not waive;
 - c. 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;
 - e. Upon the disclosing party'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
 - f. 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 license or otherwise, express or implied, under any 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:

1. 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 ("Confidential Information"). Confidential Information may be disclosed in written, graphic, oral or other tangible or intangible forms, and may belong to the disclosing party or to its licensors or affiliates.
2. Each party acknowledges and agrees:
 - a. 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;
 - b. To limit access to such Confidential Information to authorized individuals (the "Permitted Personnel") who have a need to know the Confidential Information in 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 who (1) agree in writing to be bound by terms of non-disclosure and non-use at least as restrictive as the terms of this Agreement, or (2) in the case of legal advisors only, are subject to rules of professional conduct that obligate such personnel to be subject to non-disclosure and non-use obligations, which obligations the receiving party will not waive;
 - c. 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;
 - e. Upon the disclosing party'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
 - f. 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 license or otherwise, express or implied, under any 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:

parties acknowledge and agree that each party may restrict either party from continuing to discuss, develop and/or provide such services, subject to each party's obligations under this Agreement.

7. 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, Illinois, and agree not to assert any defense based on lack 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 of or related to this Agreement.

8. 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 any 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 Entity List or the U.S. Commerce Department's Table of Denial Orders.

9. 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 agreement executed by both parties.

Intelligent, Inc.

By:

Name

Title

Date:

Obie Tel, LLC

By:

Name

Title

Date:

10. If for any reason, any provision of this Agreement shall be determined to be invalid, void or unenforceable by a court, 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.

11. Neither party shall assign or otherwise transfer this Agreement or any part hereof or any benefit hereunder 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.

12. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an 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 delivery of the Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of the Agreement with original ink signatures and that each party may use such signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.