

**NONDISCLOSURE AND PROTECTIVE AGREEMENT
TO GOVERN CONFIDENTIAL/PROPRIETARY DATA**

This **NONDISCLOSURE AND PROTECTIVE AGREEMENT** ("**Agreement**") is hereby made and entered into as of this ____ day of _____, 201_ (the "Effective Date"), by and between SPSA LLC., a corporation organized under the laws of New York, and its affiliates and subsidiaries ("IPPBX/SequelNet"), and _____, a corporation organized under the laws of _____, and its affiliates and subsidiaries ("_____"). Broadview and _____ hereinafter shall each be referred to as a "Party" and shall collectively be referred to as the "Parties."

R E C I T A L S:

WHEREAS, the Parties intend to jointly explore the possibility of entering into a business relationship;

WHEREAS, the Parties, to facilitate this effort, may exchange information deemed to be confidential and/or proprietary by the disclosing Party, including, without limitation, financial, operational, business and technical data regarding, as well as business, marketing, and sales strategies and plans of, the disclosing Party;

WHEREAS, the Parties desire to preserve and protect the confidentiality of all confidential and/or proprietary information disclosed by the Parties to one another;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, with the intent of being legally bound, do hereby agree as follows:

1. **Purpose.** Each Party hereby acknowledges that it has entered into this Agreement solely to facilitate the joint exploration by the Parties of a potential business relationship, providing a mechanism to safeguard any confidential and proprietary data exchanged by the Parties. This Agreement shall not require either Party to furnish Confidential/Proprietary Information to the other Party, nor shall the furnishing of Confidential/Proprietary Information by a Party to the other Party obligate either Party to evaluate, negotiate or enter into a business relationship with the other Party or preclude either Party from evaluating, negotiating or entering into any business relationship with a third party. No warranties of any kind are given by either party with respect to the information provided to the other.

2. **Confidential/Proprietary Information.** All information disclosed by a Party, its affiliates, subsidiaries or agents, or third parties at the request of the Party, to the other Party, shall be deemed to be "Confidential/Proprietary Information" if it is (a) in written, graphic or other tangible form, including, without limitation, computer discs and tapes and other media which can be

converted to readable form, and bears an appropriate legend indicating its confidential and/or proprietary nature, or (b) disclosed orally, or in a form other than in writing or a media which can be converted to readable form, and is identified as confidential and propriety at the time of disclosure, with such designation confirmed in writing within seventy-two (72) hours thereafter; provided, however, that the disclosing Party's failure to place an appropriate legend indicating the confidentiality and/or proprietary nature of information disclosed in written, graphic or other tangible form or to provide written confirmation of the confidential nature of information disclosed orally, or in a form other than in writing or on computer disk or tape, shall not relieve the receiving Party of its obligation to preserve the confidentiality of said information if the receiving Party knows, should have known or has reason to know that the information is confidential or proprietary; provided further that the receiving Party shall not be liable for any reasonable, good faith disclosure of such information. Any agreements or other documents memorializing or reflecting the terms of the Parties business relationship shall also be deemed Confidential/Proprietary Information. Each Party acknowledges that the Confidential/Proprietary Information of the other Party is uniquely valuable and competitively-sensitive.

3. Use and Dissemination. Neither Party shall use Confidential/Proprietary Information of the other Party for any purpose other than evaluating and negotiating a business relationship between the Parties. Each Party shall restrict internal disclosure of Confidential/Proprietary Information of the other Party to such of its officers, employees and agents, including attorneys, accountants and financial or investment advisors, as have a reasonable need to know such information and shall advise said officers, employees and agents of the obligations assumed by it in this Agreement. Neither Party shall disclose Confidential/Proprietary Information of the other Party to any third party, other than such attorneys, accountants and financial or investment advisors as shall be assisting the Party in evaluating and negotiating the business relationship between the Parties, without the prior written consent of the other Party; provided, however, that either Party may disclose Confidential/Proprietary Information of the other Party to its principal lenders and substantial stock holders without the prior written consent of the other Party so long as such lenders and stock holders have executed a nondisclosure agreement substantially similar to this Agreement. A Party shall not reproduce Confidential/Proprietary Information of the other Party unless necessary to evaluate and explore a business relationship between the Parties, and shall ensure that all such copies, as well as summaries and notes of and other documents and materials containing or referencing, the Confidential/Proprietary Information of the other Party are appropriately marked as such.

4. Standard of Care. Each Party shall take all reasonable and necessary steps to prevent the disclosure, unauthorized use or publication of Confidential/Proprietary Information of the other Party and in so doing, shall not use less than the same degree of care it uses with regard to its own proprietary or confidential information, and shall maintain said information in a secure location accessible only by those who are authorized to view it.

5. Exceptions. The restrictions on disclosure of Confidential/Proprietary Information shall not apply to (i) information which at the time of disclosure was generally available to the public; (ii) information which subsequent to its disclosure to a Party, is published or otherwise

becomes available to the public through any means other than an act or omission of the Party; (iii) information which was previously known to a Party free of any obligation to keep it confidential or which is subsequently developed independently in good faith by the Party; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis without breach of an agreement to maintain said information in confidence. Notwithstanding anything to the contrary herein, a Party may disclose Confidential/Proprietary Information of the other Party (i) if required to do so by law; or (ii) if ordered to do so by a court or other governmental authority of competent jurisdiction; provided, however, that a Party shall provide the other Party prior written notice of any such disclosure and exercise its best efforts, consistent with sound business practice, both to afford the other Party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

6. Proprietary. By disclosing Confidential/Proprietary Information, a Party does not relinquish any proprietary rights and interests, or grant any rights or licenses, in said information. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential or other information. Upon the written request of a Party, the other Party shall promptly return, or, at the sole discretion of the requesting Party, destroy, all Confidential/Proprietary Information of the requesting Party and all copies thereof, as well as all summaries, notes or other documents, materials or things containing Confidential/Proprietary Information.

7. Remedies. In the event a material breach hereof occurs, or is threatened, the nonbreaching Party shall have the right to pursue any and all legal and equitable remedies to which it would be entitled under the law. Each Party hereby agrees and acknowledges that the other Party would be irreparably damaged by the breach of this Agreement, which damage could not be adequately compensated except by specific performance hereof. In the event such a default has occurred or is threatened, it is agreed that the nonbreaching Party shall be entitled to temporary and permanent injunctive relief, including, without limitation, specific performance of this Agreement, without any showing of actual damage or inadequacy of legal remedy or the posting of any bond in any proceeding which may be brought to enforce this Agreement.

8. Representations and Warranties. Each Party represents and warrants to the other Party, which representations and warranties shall survive the execution hereof, that it has the power and authority to execute, deliver and perform this Agreement, that its execution and delivery of this Agreement and its performance hereunder have been duly authorized and that this Agreement has been duly executed and delivered by it and is a valid and binding agreement enforceable in accordance with its terms against it. Neither Party is making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential/Proprietary Information being disclosed to the other Party.

9. Nonsolicitation. For a period commencing on the Effective Date and ending on the second anniversary of the termination of this Agreement, neither Party shall directly solicit for employment or hire any person who is now employed by the other Party (or whose activities are dedicated to the other Party).

10. Termination/Survival. This Agreement may be terminated upon thirty (30) days' written notice by either Party; provided, however, that the obligations imposed by this Agreement to safeguard and to promptly return or destroy the Confidential/Proprietary Information of the other Party shall survive any termination of this Agreement for a period of three (3) years.

11. Entire Agreement. **THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, REGARDING THE SUBJECT MATTER HEREOF.** This Agreement may only be amended or modified by written consent of both Parties. The terms, conditions and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, successors, transferees and assigns.

12. Miscellaneous. The waiver of compliance with any of the provisions of this Agreement by a Party shall not be considered an ongoing waiver of such provisions or a waiver of any of the other provision hereof by said Party. Each provision of this Agreement shall be considered severable and if for any reason any provision hereof is determined to be contrary to any existing or future law, rule or regulation of any jurisdiction, such invalidity shall not impair the operation of said provision in any other jurisdiction or any other provisions hereof. All notices and solicitations of consent or approval, and other communications hereunder, shall be in writing; shall be deemed to have been given when delivered by hand, by telecopy (followed by mailed notices as hereinafter provided), by overnight delivery service, with acknowledged receipt, or by United States mail, if sent by registered or certified mail, postage prepaid, return receipt requested, addressed, to a Party at the address set forth for that Party below or such other address as the Party shall have given in writing for such purpose. Neither Party shall assign this Agreement to any third party without the prior written consent of the other Party, provided, however, that the merger or consolidation of one Party into, or the sale of all or substantially all of the stock or assets of such Party to, a third party shall not be deemed to be an assignment. This Agreement will be governed by internal laws of the State of New York, without reference to its choice of law rules. Any action arising out of or related to this Agreement shall be brought in the state or Federal courts located in Westchester County, New York and each Party consents to the jurisdiction and venue of such courts.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts taken together shall constitute the agreement of the Parties.

IN WITNESS WHEREOF, the Parties have caused this **NONDISCLOSURE AND PROTECTIVE AGREEMENT** to be duly executed as of the day and year first above written.

SPSA LLC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for Notices

Address for Notices

