



TeleDynamics™

The Intelligent Telecommunications Rating, Routing and Billing Software



MUTUAL NONDISCLOSURE AGREEMENT

By and Between

BACHMANCO HOLDINGS COMPANY LIMITED

and

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is effective as of, 2006
by and between:

.....

and

Bachmanco Holdings Company Limited.

The parties hereto agree as follows:

1. **Purpose.** The parties have had and intend to continue discussions for the purpose of evaluating and sale / purchase the TeleDynamics™ Software Product and Support supplied by Labyrinth Telecommunications Solutions, which is the trade name for Bachmanco Holdings Company Limited, a European company registered in Cyprus and located at Ground Floor, No. 3 Andrea Michaelidi Street, P.O. Box 64012, Paphos 8071 Cyprus, in which each party (the "Discloser") may disclose Confidential Information orally, in writing, graphically, by visual observation, by way of electronic communication such as email, or by any other means of communication, to the other party (the "Recipient").

2. **Definition.** "Confidential Information" means any information, technical data or know-how relating to the Discloser's ideas, products, technology, research, schematics, computer programs and documentation, possible applications and configurations, customers, customer prospects, markets, market assessments, market roll-out schedules, business and financial data and plans, strategies, developments, inventions, processes, drawings, models or designs relating to such matters, whether patentable or not, and whether previously or subsequently disclosed to the Recipient. Confidential Information also includes information of or from another person or entity received by the Discloser under obligation of confidence. Confidential Information does not include any portion of such information, technical data or know-how which (i) is in the possession of Recipient at the time of disclosure as shown by the Recipient's pre-existing records; or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, through no action or inaction of Recipient; or (iii) is approved for release by the Discloser in writing.

3. **Limited Use and Non-Disclosure of Confidential Information.** All Confidential Information shall at all times remain the property of the Discloser. Recipient agrees not to use any Confidential Information for its own use or for any purpose except to evaluate and negotiate the proposed business transaction or relationship with the Discloser. Except as required by law, Recipient will not disclose any Confidential Information to any other person or entity or to its employees except for those employees who are required to have the information in order to carry out such purposes. Recipient has had or will have any employees to whom Confidential Information is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement. Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons, which measures shall include the highest degree of care that Recipient utilizes to protect its own confidential information of a similar nature. Recipient agrees to notify the Discloser in writing of any misuse or misappropriation of Confidential Information that may come to its attention. If Recipient is required by law to disclose any Confidential Information, it will not do so without first using commercially reasonable efforts to inform the Discloser of such legal requirement and to give the Discloser a reasonable opportunity to contest such requirement.

4. **Warranties.** Each Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

5. **Return of Materials.** Any materials or documents that have been furnished by the Discloser to Recipient or which contain or were derived from Confidential Information will be promptly returned or destroyed accompanied with a written confirmation, upon the termination or expiration of this Agreement or upon the earlier request of the Discloser.

6. **Nature of Information; No License Granted.** Any Confidential Information is provided "AS IS" and the Discloser makes no warranty, expressed or implied, regarding the accuracy or completeness of such information. Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property right of the Discloser, nor shall this Agreement grant Recipient any rights in or to the Confidential Information, except the limited right to review such Confidential Information solely for the purposes contemplated by this Agreement.

7. **Term.** This Agreement and Recipient's duty to protect Confidential Information will continue indefinitely from the date of receipt of Confidential Information.

8. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be transferred and this Agreement may not be assigned without the consent of both parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term thereof. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party. Any individual executing this Agreement on behalf of a corporation or other entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity. This Agreement may be signed in counterpart or by facsimile.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Cyprus (without regard to principles of conflicts of laws) and shall be binding on the parties hereto worldwide.

10. Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Discloser and its business from the economic harm which would result if there were unauthorized use or disclosure of Confidential Information, and expressly agrees that monetary damages would be inadequate to compensate the Discloser for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to obtain temporary and permanent injunctive relief (Without the need to post bond or other security) against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

11. Limitations. Recipient understands and agrees that nothing in this Agreement requires either party to disclose any Confidential Information, or requires either party to proceed with any proposed transaction or relationship.

12. No Partnership. This Agreement does not create any agency or partnership relationship.

IN WITNESS WHEREOF, the parties have executed this Mutual Non-Disclosure Agreement as of the day and year written above.

Company Name: _____

Company Address: _____

By: _____

Title: _____

Name: _____

Bachmanco Holdings Company Limited

Address: Ground Floor, No. 3 Andrea Michaelidi Street, P.O. Box 64012, Paphos 8071 Cyprus

By: _____

Title: Chief Executive Officer

Name: Robin Jackson