



## MUTUAL AGREEMENT OF CONFIDENTIALITY

This Mutual Agreement of Confidentiality (this "Agreement") dated as of the last undersigned date (the "Effective Date") is made by and between Coinsource, a Texas limited liability company ("CS"), and \_\_\_\_\_, a \_\_\_\_\_ ("Counterparty").

In order to pursue a potential business transaction between them, CS and Counterparty recognize that there is a need to disclose to each other certain confidential information and to provide for mutual agreements to protect such confidential information. Such confidential information shall be primarily related to, but not limited to, wireless networks, wireless equipment attachment rights and underlying real estate. In consideration of the mutual promises contained herein, CS and Counterparty agree as follows:

1. Confidential Information. This Agreement shall apply to all confidential and proprietary information disclosed by the parties to each other orally or in writing, including information disclosed prior to the Effective Date, with respect to their respective businesses, operations and proprietary technologies ("Confidential Information"); provided, however, that for purposes of this Agreement Confidential Information shall not be deemed to include information which at the time of disclosure or thereafter (a) is generally available to the public (other than as a result of a disclosure by the receiving party), (b) is available to the receiving party on a nonconfidential basis from a source other than the disclosing party, provided such source is not and was not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting such information to the receiving party by a contractual, legal or fiduciary obligation, (c) has been independently developed by the receiving party, as evidenced by its written records, or (d) which at the time of disclosure, and with respect to such disclosure only, is required to be disclosed pursuant to a requirement of law.

2. Nondisclosure. CS and Counterparty agree to use each other's Confidential Information only for the purpose of pursuing a potential business transaction between them and not to disclose the other party's Confidential Information to any third party, except as provided herein. CS and Counterparty may disclose each other's Confidential Information to their respective employees, accountants, financial advisors, outside counsel, consultants and other representatives with a bona fide need to know (collectively, "Representatives"), provided that the party that discloses Confidential Information to its Representatives shall be responsible for any unauthorized use or disclosure by such Representatives.

3. Nondisclosure of Negotiations. Without the prior written consent of the other party, and subject to Section 4 below, CS and Counterparty will not, and will direct their respective Representatives not to, disclose to any third party (other than a Representative in accordance with Section 2 above) either the fact that any investigations, discussions or negotiations are taking place concerning a potential business transaction between them, or that each of them has requested or received information from the other party, or any of the terms, conditions or other facts with respect to any such potential business transaction, including the status thereof.

4. Required Disclosures. If CS or Counterparty or any of their respective Representatives is required by law to disclose any of the other party's Confidential Information or any of the terms, conditions or other facts with respect to the potential business transaction between CS and Counterparty, the party required to make such disclosure will promptly notify the other party of such requirement prior to making the

disclosure. CS and Counterparty will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both CS and Counterparty in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring CS and Counterparty are unable to agree on a mutually acceptable form and terms of disclosure, then the party making the disclosure shall have no liability to the other party to the extent such disclosure is required by law provided such party makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party's Confidential Information by the tribunal requiring disclosure.

5. No Representations. CS and Counterparty understand and acknowledge that neither party is making any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, and neither CS, Counterparty nor the officers, directors, employees, stockholders, owners, affiliates or agents of either will have any liability to the party receiving Confidential Information resulting from such party's use of or reliance on the Confidential Information. Only those representations or warranties that are made in a definitive agreement between CS and Counterparty when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

6. Limitation of Use. In the event that the transaction contemplated by this Agreement shall not be consummated, neither CS, Counterparty nor the representatives or employees of either shall use any of the Confidential Information now or hereafter received or obtained with respect to any of the business or affairs of the other party in furtherance of its business, or the business of anyone else.

7. Return of Confidential Information. Upon the written request of the other party, CS or Counterparty, as the case may be, shall return to the disclosing party, within ten days, all Confidential Information of the disclosing party and all copies thereof if in written or other tangible form; provided, however, that counsel to the receiving party may keep one copy of such Confidential Information for archival purposes. Where impractical to return copies, such copies shall be destroyed.

8. No License. CS and Counterparty recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

9. Term. This Agreement shall be effective as of the date first written above and shall continue in effect for two (2) years.

10. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its principles of conflicts of laws. CS and Counterparty agree that remedies at law, alone, are inadequate to remedy breaches of this Agreement and therefore CS and Counterparty consent to the issuance of injunctive relief against it to prevent or end any violation by it of this Agreement. (For purposes of clarification, each party's consent to injunctive relief is subject to the other party's first proving a material breach of this Agreement.) This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this Mutual Agreement of Confidentiality to be executed as an agreement under seal as of the Effective Date.

COINSOURCE

COUNTERPARTY

\_\_\_\_\_  
By: Sheffield Clark  
Title: CEO

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date