

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement made and entered into on November 25, 2006 by and between AdsOnTarget Inc. (AOT) and _____ (_____)

RECITALS

AOT and (_____) intend to commence discussions and each party will tender to the other certain documents and information in connection with a potential business relationship. The information given will, for the most part, be confidential and contain items not publicly available.

Both AOT and (_____) desire to protect the confidentiality of certain information that may be disclosed and insure that said information is protected within the scope of the potential business relationship, and that said information will not be used to compete against each.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained and other good and valuable consideration acknowledged to have been received, it is agreed:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) The parties hereto shall include all their divisions, subsidiaries and affiliates.

(b) "Confidential Information" shall mean any information of a confidential and/or proprietary nature, including but not limited to, information relating to the current or proposed business plans of the parties hereto, and financial information related thereto, except for that information specified in Section 5 below entitled "Exceptions". Confidential Information, when disclosed in writing, machine-readable, or other tangible form by one party to the other party, shall be clearly marked as such. Such information, when disclosed orally by one party to the other, shall be considered confidential information.

2. Use of Confidential Information. During the course of the discussions between the parties, AOT and (_____) will disclose to each other certain Confidential Information, either by verbal, electronic or written communications. These disclosures will be made upon the basis of the confidential relationship between the parties and upon their agreement that, unless specifically authorized in writing by the other party, AOT and (_____) will:

(a) use such Confidential Information for the purposes of evaluating the proposed business relationship between the parties, and for the generation of advertising revenue;

(b) promptly return to each other, upon request, any and all tangible material concerning such Confidential Information including all copies and notes, whether such material was made, compiled by or furnished by either party.

3. Nondisclosure. AOT and (_____) each agrees to receive each other's Confidential Information in confidence. AOT and (_____) each agrees that it will treat such Confidential Information in the same manner as it treats like information of its own that it does not wish to disclose to the public, but, in all events, it shall use a reasonable degree of care. AOT and (_____) each further agrees not to distribute, disclose or disseminate in any way to anyone, except its employees who have such need to know, and except in AOT's case for the purpose of soliciting advertisers for payphone sites, except as authorized in writing by either party to the other in any form whatever. Both AOT and (_____) agree that its disclosure of Confidential Information to its employees who have such a need to know shall be limited to only so much of such Confidential Information as is necessary for that employee to perform his/her function. (_____) agrees not to solicit advertisers, their agencies or media buyers who are approached on their behalf by AOT.

4. No Obligations. The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party, except as limited herein or by any other Agreements reached between the parties.

5. Exceptions. The obligations imposed upon either party herein shall not apply to Confidential Information:

- (a) which becomes available to the public through no wrongful act of the receiving party; or
- (b) which may be published prior to the date hereof; or
- (c) which is already in the possession of the receiving party and not subject to an existing agreement or confidence between the parties; or
- (d) which is received from a third party without restriction and without breach of this Agreement; or
- (e) which is disclosed pursuant to a requirement or request of a government agency or a court of competent jurisdiction.

Notwithstanding the above, all materials, including without limitation documents, writings, designs, drawings and specifications, furnished and that are designated as proprietary information shall remain the sole property of its owner and shall be returned promptly to its owner at its request with all copies made thereof.

6. Termination of Obligation. The obligation to protect the Confidential Information received hereunder shall continue for three (3) years following provision of the information, unless a specific request is mutually agreed upon to maintain the information on a confidential basis for a longer period of time.

7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties.

8. Damages for Breach. AOT and (_____) each acknowledge that, in the event of a threatened or actual breach of this Agreement, monetary damages may be difficult to ascertain or inappropriate. Accordingly, either party shall be entitled to injunctive relief in the event of a threatened or actual breach of this Agreement.

AdsOnTarget, Inc. (AOT)

Date: _____

By: _____

Robert L. Serber
Vice President, General Manager

_____ (_____)

Date: _____

By: _____

Title _____