

CONFIDENTIALITY, NON-SOLICITATION AND RELEASE AGREEMENT

This Confidentiality and Non-Solicitation Agreement is entered into this 14 day of September, 2011 by the undersigned shareholder ("Shareholder") of C Port Solutions, Inc. ("Seller") in favor of BTM Ventures, LLC, its successors and assigns ("Company").

WHEREAS, Company is acquiring all or substantially all of the assets of Seller pursuant to that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement");

WHEREAS, in partial consideration of the Purchase Price, the shareholders of Seller have agreed to execute a confidentiality and non-solicitation agreement;

WHEREAS, Shareholder believes it is in the best interest of the Seller to sell the Assets and for it to enter this Agreement in consideration thereof;

In consideration of the premises of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Shareholder agrees as follows:

DEFINITIONS

For purposes of this Agreement:

1. (a) "Business" mean the sale or provision of virtual collaboration tools, by Seller or Company, on a mobile platform using video, web conferencing, and/or audio conferencing, including the sale or provision of mobile interactive white-board products that include collaboration technology and solutions that converge the use of video, web conferencing, and audio conferencing with interactive white-boarding in a variety of markets including the enterprise, hospitality, medical, government and higher education markets

(b) "Confidential Information" means any information that is not generally known outside the Seller or Company relating to any phase of business of the Seller or Company, whether existing or foreseeable, including information conceived, discovered or developed by me. Confidential Information includes, but is not limited to: project files; product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and any information received by the Seller or Company under an obligation of confidentiality to a third party.

(b) "Trade Secrets" means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Seller or Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of "trade secret" under applicable law, the latter definition shall control.

(c) "Tangible Company Property" means: documents; reports; drawings; diagrams; summaries; photographs; designs; specifications; formulae; samples; models; research and development information; prototypes; tools; equipment; proposals; files; supplier information; and all other written, printed, graphic or electronically stored matter, as well as computer software, hardware, programs, disks and files, and any supplies, materials or tangible property that concern the Seller's or Company's business and that come into my possession by reason of my role as a Shareholder of the Seller, including, but not limited to, any Confidential Information and Trade Secrets contained in tangible form.

(d) "Inventions" means any improvement, discovery, writing, formula or idea (whether or not patentable or subject to copyright protection) relating to the existing or foreseeable business interests of the Seller or Company or resulting from any work performed by me for the Seller. Inventions include, but are not limited to, methods, techniques, laboratory and field practices and processes, and improvements thereof and know-how related thereto, as well as any copyrightable materials and any trademark and trade name whether or not subject to trademark protection. Inventions do not include any invention that does not relate to the Seller's or Company's business or anticipated business or that does not relate to my work for or on behalf of the Seller and which was developed entirely on my own time without the use of Seller equipment, supplies, facilities or Confidential Information or Trade Secrets.

CONFIDENTIALITY

2. (a) For a period of three years following the date hereof I shall not use or disclose any Tangible Company Property, nor any Confidential Information or Trade Secrets, that I became familiar with or which otherwise came into my possession in any way as a result of my relationship with Seller or as a result of the asset purchase under the Purchase Agreement or otherwise for any purpose not expressly authorized in writing by the Company, or in competition with or to the detriment of the Company. I also will not remove any Tangible Company Property from premises owned, used or leased by the Seller or Company except as authorized by the Company, and upon request from Company, all Confidential Information, Trade Secrets, and Tangible Company Property (including all paper and electronic copies) will be turned over immediately to the Company, and I shall retain no copies thereof.

(b) For so long thereafter as such information is not generally known to the public, through no act or fault attributable to me, I will maintain all Trade Secrets to which I have received access while acting as a Shareholder and/or Board Member of the Seller.

(c) The foregoing means that I will not, without written authority from the Company, use Confidential Information or Trade Secrets for the benefit or purposes of myself or of any third party, or disclose them to others.

INVENTIONS AND DESIGNS

3. (a) By my signature below, I hereby assign to the Company all right, title and interest to any inventions, discoveries, concepts, ideas or expressions thereof and other intellectual property that I may have in connection with my relationship with C-Port Solutions and further agree to perform all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing inventions, discoveries, concepts, ideas, or expressions thereof in any and all countries. I agree to execute all papers and otherwise provide assistance to the Company to enable it to obtain patents, copyrights, or other legal protection for Inventions in any country.

NON-SOLICITATION

4. I agree that for a period of three years following the date hereof, I will not directly or indirectly, individually or on behalf of any person or entity, (i) contact, solicit or attempt to contact or solicit any person or entity who is or has been a customer or actively sought prospective customer, supplier, distributor, licensor, licensee or any other business relation of C Port Solutions within the past three years to (A) cease doing business with Company or its affiliates, or (B) alter or limit its business relationship with Company or its affiliates or (ii) disparage Company or any of its affiliates, or (iii) use Company's or Seller's name of any name of an affiliate of Company or Seller or refer to any trade name or trademark of Company or Seller or any affiliate of Company unless expressly authorized in writing by Company; and I shall execute and deliver or cause to be executed and delivered any agreement reasonably requested by Company to reflect such obligation.

ENFORCEMENT

5. (a) I acknowledge and agree that the restrictions provided in this Agreement are reasonable in time and scope in light of the necessity for the preservation of the benefits of Company as a result of the Asset Purchase and for the protection of the business and good will of the Company in light of the consideration provided to me under the Purchase Agreement.

(b) I also recognize and agree that should I fail to comply with the restrictions set forth above, the Company would suffer substantial damage for which there is no adequate remedy at law due to the impossibility of ascertaining exact money damages. I therefore agree that in the event of the breach or threatened breach by me of any of the terms and conditions of this Agreement, the Company shall be entitled, in addition to any other rights or remedies available to it, to institute proceedings in a federal or state court to secure immediate temporary, preliminary and permanent injunctive relief without the posting of a bond. I additionally agree that if I am found to have breached any covenant in this Agreement, the three year time period provided for in the particular covenant will not begin to run until after the breach has ended, and the Company will be entitled to recover all costs and attorney fees incurred by it in enforcing this Agreement.

(c) I understand and agree that this Agreement shall be governed by the laws of the state of Georgia. I additionally agree to submit to personal jurisdiction in the federal and state courts for that state, and that all suits arising between the Company and me must be brought in said courts, which will be the sole and exclusive venue for such claims.

OTHER AGREEMENTS

6. Prior Agreements; Confidential Information of Others. I represent and warrant that I am not a party to, or otherwise subject to or bound by, the terms of any contract, agreement or understanding that in any manner would limit or otherwise affect my ability to perform my obligations under this Agreement.

7. Binding Effect and Assignment. I understand that this Agreement shall be binding me to the benefit of any successor to the Company, whether by merger, consolidation, acquisition of all or substantially all of the Company's assets or business or otherwise, as fully as if such successor were a signatory hereto. I also understand and agree that the Company may at any time without further action by me assign this Agreement to any successor or any of its affiliated companies. In the event of any such assignment, the assignee company shall succeed to all of the rights and obligations held by the Company under this Agreement.

8. Severability. I recognize and understand that if any one or more of the provisions contained in this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by

such provision or by its severance from this Agreement. I further agree that if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

9. Amendments and Waivers. I understand that this Agreement cannot be changed, modified or amended, and no provision or requirement hereof may be waived, without an agreement in writing signed by both parties.

10. Release. I, hereby, without any further action, releases and forever discharges Company and its officers, directors, employees and affiliates (other than the Seller) (collectively, the "Released Parties"), from any and all liabilities, claims, obligations, actions, causes of action, suits at law or in equity of whatever kind or nature, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, commitments, controversies, promises, variances, trespasses, judgments, verdicts, extents, executions, liens, payments, damages, costs, attorneys' fees, expenses, and demands of any kind or nature relating to the Business, Purchase Agreement, any ancillary documents thereto, the acquisition described in the Purchase Agreement, and any Released Parties' rights in and to Seller and Seller's business, which the Seller or I may have or may have had, known or unknown, from the beginning of the world through the date hereof, against the Released Parties or any of their respective officers, directors, employees or affiliates.

11. Publicity. Shareholder shall not directly or indirectly issue or assist with any press release or make any other public statement, in each case relating to or connected with or arising out of the Purchase Agreement or the matters contained in the Purchase Agreement or with respect to Seller's or Company's business.

PLEASE ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT, AND THAT YOU WERE AFFORDED SUFFICIENT OPPORTUNITY BY THE COMPANY TO OBTAIN INDEPENDENT LEGAL ADVICE AT YOUR EXPENSE PRIOR TO EXECUTING THIS AGREEMENT, BY REPLYING TO THE EMAIL TO WHICH THIS AGREEMENT IS ATTACHED.

SHAREHOLDER



By: _____
Name: Jeffrey Montgomery
Date: 9/14/11