

**EXHIBIT B**  
**TO**  
**BROKERAGE AGREEMENT**

**Form of Confidentiality Agreement between Company and Broker**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between, ChoiceTel Communications, Inc., a Minnesota corporation (the "Company"), and Wimbish Riteway Realtors, a Florida corporation (the "Recipient").

In connection with the engagement of Recipient as brokerage agent pursuant to that certain Brokerage Agreement of even date herewith (the "Brokerage Agreement") between the Recipient and the Company, the Company is prepared to make available to the Recipient certain information with respect to the Company which is non-public, confidential or proprietary in nature. As a condition to furnishing such information to the Recipient, the Company requires and the Recipient agrees that any information concerning the Company (whether prepared by the Company, its advisors or otherwise) which is furnished to the Recipient by or on behalf of the Company (whether before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether or not specifically marked or identified as "confidential") (the "Confidential Material") shall be safeguarded and treated as confidential in accordance with the provisions of this Agreement. The term "Confidential Material" does not include information which (a) is or becomes generally available to the public other than by disclosure by the Recipient, (b) was or becomes available to the Recipient on a non-confidential basis from a third party who, to the best of the Recipient's knowledge, was not under an obligation of confidentiality to the Company, or (c) was or is independently developed by the Recipient without reference to the Confidential Material.

1. **Use of Confidential Material.** The Recipient agrees that it shall use the Confidential Material solely for the purpose of performing Recipient's obligations under the Brokerage Agreement and not for any other purpose. The Recipient further agrees that it shall not take, or fail to take, any action that would allow, assist or permit any other person or entity to use the Brokerage Material in a manner that, if so used by the Recipient, would be in violation of any of the terms of this Agreement.

2. **Non-Disclosure of Confidential Material.** The Recipient agrees that the Confidential Material shall be kept confidential by it and its Representatives, and that the Recipient shall not disclose any of the Confidential Material in any manner whatsoever except (a) to those directors, officers, employees, consultants, auditors or counsel of the Recipient (the "Representatives") who need to know such information for purposes directly relating to the Brokerage Agreement, or (b) with the prior written consent of the Company. The Recipient agrees to expressly advise such Representatives that the information is to be kept confidential, and such Representatives shall agree to keep such information confidential and abide by the terms of this Agreement.

3. **Legal Proceedings.** In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process or requirement of law) to disclose (i) all or any part of the Confidential Material or (ii) any information relating to its opinion, judgment or recommendations concerning the Company, its affiliates or subsidiaries as developed from Confidential Material, Recipient will provide the Company with prompt notice of any such request or requirement so that the Company may seek an appropriate protective order, other appropriate remedy or waive Recipient's compliance with the provisions of this Agreement. If, failing the entry of a protective order or other appropriate remedy or the receipt of a waiver hereunder, disclosure of all or any part of the Confidential Material is required, Recipient may disclose that portion of the Confidential Material which, upon advise of counsel, Recipient is compelled to disclose. In any event, Recipient will not oppose action by the Company to obtain an appropriate

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protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Material.

4. **Return of Confidential Material.** Upon termination of the Brokerage Agreement, the Recipient and its Representatives shall promptly deliver to the Company all written Confidential Material (and copies thereof) and all information derived therefrom. At any time upon the written request of the Company for any reason, the Recipient shall promptly deliver to the Company (or certify the destruction of) all Confidential Material (and all copies thereof) furnished to the Recipient or its Representatives by or on behalf of the Company pursuant to this Agreement.

5. **Disclaimer.** Neither the Company nor its representatives makes any representation or warranty as to the accuracy or completeness of the Confidential Material. Neither the Company nor its representatives shall have any liability to the Recipient resulting from the use of the Confidential Material.

6. **Remedies.** The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Recipient of this Agreement but shall be in addition to all other remedies available at law or equity.

7. **General Provisions.**

a. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

c. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

d. This Agreement shall constitute the entire agreement between the parties hereto with regard to the subject matter hereof. No modification, amendment or waiver shall be binding without the written consent of the parties. Each party hereto represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

RECIPIENT:

WIMBISH RITEWAY REALTORS

By

Its

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COMPANY:

CHOICETEL COMMUNICATIONS, INC.

By

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