

## WORLD NETWORK COMMUNICATIONS MUTUAL CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

World Network Communications (WNC) and \_\_\_\_\_, the Recipient agree to the following terms governing the confidentiality of certain information one party ("Owner") may disclose to the other party ("Recipient"):

1. **Definitions.** For purposes of this Confidentiality Agreement, "Confidential Information" means all information of Owner or another party whose Information Owner has in its possession under obligations of confidentiality, in whatever form insinuated, relating to business plans, operations, system and/or the proposed sale, purchase and use of telecommunications services, which (i) is disclosed by Owner or its affiliates to Recipients or its affiliates indicating confidential or proprietary nature or obviously confidential or proprietary by its nature; or (ii) is developed during the relationship between the parties and would give or increase the advantage of Owners' competitors over the Owner or diminish the Owners' advantage over its competitors. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party.

2. Confidential Information shall not include any information of Owner that: (i) is already known to Recipient at time of its disclosure; (ii) is or becomes publicly know through no wrongful act of Recipient; (iii) is communicated to a third party with express written consent of the Owner; (iv) is independently developed by Recipient or, (v) is lawfully required to be disclosed, provided that, before making such disclosure, the Recipient

should immediately give Owner written notice and cooperate in Owner's actions to secure confidential handling of such information.

3. **Ownership.** All Confidential Information in whatever form (including without limitation, information in computer software or held in electronic storage material) shall be and remain property of Owner. All such Confidential Information shall be returned to Owner promptly upon written request and shall not be retained in any form by Recipient.

4. **Term.** For a period of two (2) years from the date of the last party to sign this Agreement, Recipient shall not disclose any Confidential Information to any person or entity except for employees of Recipient and its affiliates who have a need to know and have been informed of Recipient's obligations under this Confidentiality

5. **Agreement.** Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient uses for its own confidential Information like importance and, at a minimum, shall exercise reasonable care. Either party may terminate this Confidentiality Agreement by written notice to the other. However, all rights and obligations under this

Agreement shall survive with respect to Confidential Information disclosed prior to termination.

6. **Remedies.** The parties agree that, in the event of a breach or threatened breach of the Terms of this Confidentiality Agreement. Owner shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure will result in irreparable injury to Owner.

7. **Disclaimer.** This Confidentiality Agreement and the disclosure and receipt of Confidential Agreement do not insure or imply (i) any agreement with respect to the sale, purchase or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright or other intellectual property.

8. **Complete Agreement.** This Confidentiality Agreement: (i) is the complete agreement of the parties concerning this subject matter and supersedes any prior such agreement; (ii) may not be amended except in writing signed by both parties; and (iii) is executed by authorized representative of each party.

9. **Governing Law.** The validity and interpretation of this Agreement shall be governed by the laws of the State of California without regard to any conflict of laws, rules or policies.

10. **Counterparts.** This written Agreement may be executed in counter parts.

11. **Non-circumvention.** The Parties hereby agree that neither Party will make any effort to engage in verbal discussion, written correspondence, or any other means of communication, with any contacts, assigns, agents, suppliers, customers or any other associates, persons or entities (Collectively and hereinafter referred to as the Contact Base) where prior permission has been given by that respective Party. The Contact Base shall, for the purposes of the Agreement, be considered the sole and rightful property of the respective Party with whom it originates.

12. Should there be a proven violation of this clause by either party, both parties shall use their best effort to resolve the matter amicably. If such resolution is not attained within 30 days, the offended party shall have the right to pursue any legal action necessary. As such, any legal action shall be preceded by a good faith attempt to resolve the matter through the binding arbitration at the office of the American Arbitration Association (AAA) located in the Los Angeles.

13. The arbitration shall be held in accordance with Commercial Arbitration Rules of the AAA and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This shall not affect any payments due to either party for any existing services(s).

14. It is further understood that during the term of this Agreement and for a period of twenty four

(24) months thereafter, each Party agrees not to hire, solicit, nor attempt to solicit for itself or any third party the services of any employee or subcontractor of the other Party, its parent or affiliate companies, without the prior written consent of the other Party; provided, however, that each Party is not prevented from employing such person who contacts that Party on his or her own initiative and without any direct or indirect solicitation by that Party.

15. **General provisions.** The Agreement sets forth the entire understanding of the Parties regarding non-circumvention and non-disclosure. Furthermore, the Agreement explicitly contracts both Parties and inures against circumvention or

breaches of confidentiality, whether it be direct or indirect, purposeful or accidental. Any amendments to the Agreement must be set forth in writing and must be signed by both Parties. The Agreement shall be construed under and governed by the laws of the State of California. The Agreement shall not be assignable by either Party, and neither Party may delegate its duties under the Agreement without the prior written consent of the other Party. The Agreement shall remain in force until such time as the Parties set forth in writing and jointly sign a Letter of Termination stating that the Agreement is no longer valid and/or binding, with confidentiality and other terms remaining in effect as

**World Network Communications:**

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Company Name

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

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Print Title

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Date

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Date