

GLOBAL SYSTEMS TELECOM, INC.

3840 Coconut Creek Parkway, Coconut Creek, FL 33066 * (954) 623-6300

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This agreement is made between Global Systems Telecom, Inc., with offices located at 3840 Coconut Creek Parkway, Coconut Creek, FL and _____, with offices located at _____, (hereinafter these entities collectively and individually referred to as "parties to this Agreement). This Agreement executed this ____ day of _____, 20__.

Whereas, the parties to this Agreement are interested in entering into various business transactions; and

Whereas, in determining whether to enter into the transactions, and the nature and extent of the transactions, it is necessary for each of the parties to furnish certain proprietary information to the other party; and

Whereas, each party desires to keep the information furnished by it confidential, and would not exchange the information unless they are assured that such information will remain confidential; and

Whereas some of the information will include the identities of certain customers and vendors of the parties, and each party desires that the other party not deal directly with any of their vendors and/or customers; and

Whereas, neither party would disclose any of their proprietary information and/or vendor and customer information unless they are assured that the other party will not contact or directly contact such customers and vendors;

Now therefore, in consideration of the premises and the mutual agreements of the parties, the parties agree as follows:

The parties have concluded that the following understanding should establish the conditions under which the Proprietary Information of the parties can be disclosed or exchanged.

- A. The Proprietary Information shall include, for example, business plans, data reports, methods of doing business, customer lists, vendor lists, supplier lists, price lists, studies, findings and ideas, but is not limited to these items. All information related to the parties business shall be considered proprietary.
- B. The parties intend to maintain the trade secret status of its respective Proprietary Information.
- C. The parties shall designate or mark the proprietary nature of its Proprietary Information as "Confidential" or in some other appropriate manner, so that the other party is aware that its receipt is governed by the terms of the Agreement. In the event of verbal disclosures, each party shall promptly inform the other party if such disclosure is confidential. In addition, all program materials and vendor names are considered Proprietary Information.
- D. The Proprietary Information relates to the long distance telephone discount business, agent programs associated with this business and similar business relationships.
- E. The parties' representatives for disclosing and receiving the Proprietary Information are designated below. Said representative shall make all arrangements and be informed of all communications relating to this Agreement.
- F. Each party shall exercise reasonable care to prevent disclosure of the other party's Proprietary Information to any third party, except as may be authorized in writing by the other party. Internal Dissemination of Proprietary Information shall be limited to those employees whose duties justify

- their need to know such information and then only on the basis of a clear understanding by these employees of their obligation to maintain the trade secret status of such information and to restrict the use of such information solely to the use granted to the other party under this Agreement.
- G. The parties shall not use the Proprietary Information disclosed by the other party under this Agreement for any purpose except for evaluation of the possibility of entering into a business venture, or some other form of commercial arrangement between the parties. Upon request by either party, the other shall return all Proprietary Information.
- H. Nothing hereinabove contained shall deprive either party of the right to use or disclose any information;
1. Which is, at the time of disclosure, generally known to the trade or the public;
 2. Which becomes at a later date generally known to the trade or the public through no fault of either party and then only after said later date;
 3. Which is possessed by either party, or is subsequently independently developed by either party, as can be demonstrated by written or other tangible evidence; or
 4. Which is disclosed to either party in good faith by a third party who has an independent right to such information.
- I. This is to reaffirm that each of the named parties as individuals and as duly authorized officers of the named corporations, separately and individually, hereby agree to keep confidential the names, telephone information of the banks, trusts, lenders or borrowers, lending institutions, corporations, buyers, sellers, groups and individuals introduced by any of the named parties or of their associates. Such information is considered the property of the introducing party/company, and shall remain so for the term of this Agreement.
- J. The parties to this Agreement acknowledge that no effort shall be made to circumvent its terms in an attempt to gain commissions, fees, remuneration's, or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties.
- K. It is also understood that a party(s) cannot be adjudged to be in violation of this Agreement when the violation is involuntary due to situations beyond their control. In the case of prior knowledge or possession of information regarding a specific source(s), the reintroduction of said source(s) shall only apply to the stipulations of this Agreement for the current transaction. Neither party will enter into any contracts, agreements, joint ventures or any other business relationship concerning the matters disclosed pursuant to this Agreement with any customer, vendor or supplier of the other party whose identity is disclosed hereunder.

GENERAL CONDITIONS:

- L. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, and which is not settled between the parties and the American Arbitration Association, with hearings to take place in the City of Ft. Lauderdale, State of Florida, or another mutually agreed upon location. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, plus any and all court costs, attorney fees and any other costs or charges reasonably necessary to adjudicate the controversy. Either party may obtain an injunction to enforce the terms of this Agreement in the event of a breach by the other party without first seeking arbitration. Both parties agree to submit to the jurisdiction of any court of competent jurisdiction located in Broward County, Florida.
- M. This agreement shall be for 1 year from the date affixed above and shall apply to any and all transactions entertained by the parties hereto, including subsequent follow-up, repeat, extended or re-negotiated transactions, as well as to the original transaction, regardless of the success of the project.
- N. This Agreement is not valid unless signed and exchanged by the respective parties of this transaction.
- O. This document shall in no way be construed as being an Agreement of partnerships in such a way that any of the individual party's to this Agreement shall have any claim against any

separated dealings, ventures, or assets of any other party, nor shall any party be liable for any other party's commitments or liabilities in business or personal dealings or situations.

Essentially, the spirit behind this Agreement is one of mutual trust and confidence upon execution by the parties a legally binding **CONFIDENTIAL AND NON-CIRCUMVENTION RELATIONSHIP AGREEMENT**.

THE PARTIES AGREE THAT FACSIMILE COPIES OF THIS AGREEMENT WILL BE CONSIDERED THE SAME AS ORIGINALS.

Global Systems Telecom, Inc. _____
Company or Individual

Company or Individual

Signature Date

Signature Date

Title

Title