



## Confidentiality Agreement

This confidentiality agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2005, by and between \_\_\_\_\_ ("User") and Global Connect ("GC").

### Witnesseth:

Whereas, User wishes to engage GC to provide telephone broadcasting products and related services for User; and

Whereas, GC will receive information about the User and its members which will include telephone numbers, name and other confidential information.

Whereas, GC agrees to keep the Information confidential.

Now, THEREFORE, in consideration of the disclosures of the Information described herein, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the undersigned, User and GC hereby agree as follows:

1. GC shall use the Information for the sole purpose of providing telephone broadcasting products and related services for User.
2. GC shall keep the Information confidential and will not, at any time, directly or indirectly, use or disclose the Information except in performing services requested by User.
3. GC shall (i) maintain strict security measures which will prevent disclosure of the information to any third party, (ii) limit the number of its employees who have access to such Information and (iii) inform its employees of their obligation to maintain strict confidentiality of the Information.
4. At Users request or upon completion of GC's services to User, GC will return the Information and all copies thereof to User.

## Confidentiality Agreement

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5. GC is committed to protecting the privacy of its customers and the security of data that is under GC's control. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the information, GC has put in place security procedures for its physical, electronic, and managerial operations to include, but not limited to, strong authentication, fire walls, VPNs, industrial strength encryption, and secure servers.
6. If any of the covenants set forth in this Agreement are not enforceable, in whole or in part, the remaining covenants set forth herein shall be enforceable notwithstanding the invalidity of any other covenants. Any covenants not enforceable in part shall be enforced to the extent valid and enforceable.
7. This Agreement expresses the sole and entire agreement between the parties with respect to the matter discussed herein and supersedes all prior discussions, representations and understandings regarding the matters herein.

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

User: \_\_\_\_\_

**Global Connect**

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

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

Its: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_