



Confidentiality Agreement

This confidentiality agreement ("Agreement") is made and entered into this ____ day of ____ 2008, 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.

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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. GC, its agents and employees agree to abide by all federal, state, and local laws, regulations, and ordinances with regard to the handling of information and data and to be solely responsible for and to hold harmless, indemnify and release the User, its employees and agents, from any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, arising as a result of GC's failure to maintain the security of information and data and/or GC's failure to abide by any federal, state, or local law, regulation, or ordinance and regardless of when any such cause of action is actually pursued. The obligations and responsibilities imposed in accordance with this section shall survive the termination of this Agreement.
7. 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.
8. 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. **This Agreement may only be modified by a writing signed by both parties.**

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: _____