

ISG-Telecom Consultants Int'l, Inc.

MUTUAL NONDISCLOSURE, NON-CIRCUMVENT AND CONFIDENTIALITY AGREEMENT

This Mutual Nondisclosure, Non-circumvent and Confidentiality Agreement is hereby entered into this _____ day of _____, 20____, by and between **ISG-TELCOM CONSULTANTS** (hereinafter referred to as "ISG"), a Florida corporation, with its principal mailing address at 4274 Enfield Court, Suite 1600, Palm Harbor, Florida 34685 and _____, a _____ corporation, (hereinafter referred to as "Client"), whose mailing address is _____ . ISG-Telecom Consultants and Client hereinafter may be referred to collectively as the "Parties" or a "Party" in the singular.

WHEREAS, the Parties are considering working together on various business transactions and telecommunications projects which will involve the sharing of Confidential Sources and Confidential Information to explore how they may work together, cooperate and assist each other. This agreement is to allow the parties to trade information on this project without worrying about misappropriation or misuse of the disclosing party's Confidential Sources and/or Confidential Information; and

WHEREAS the Parties mutually recognize that in working together in general or on a particular transaction each may learn from the other the identity, address and/or telephone numbers of clients, agents, customers, methods, prospects, buyers, sellers, capital/financing sources and business contacts (hereafter referred to as "Confidential Sources"); and/or specific information relating to these sources; and/or specific business or technical information relating to companies seeking financing (hereafter referred to as "Confidential Information"); which the other Party has acquired through a substantial investment in time, expense and effort; and

NOW THEREFORE it is mutually agreed by and between the Parties hereto as follows

1. That all Confidential Sources and Confidential Information of each Party are valuable and proprietary property and shall be and remain the exclusive property of such Party.
2. That the Parties (including employees, agents, affiliates and/or representatives of each Party) will not disclose to others any Confidential Information or Confidential Sources obtained from the other Party, whether related to a specific business transaction or to generally further a business relationship between the Parties.
3. Each of the Parties to this Agreement (including each Party's employees, agents, affiliates and representatives) agree not to attempt to contact, either directly or indirectly, the other Party's Confidential Sources or negotiate a transaction with a Confidential Source or use or disclose any Confidential Information of the other Party hereto, except through the disclosing Party (whose Confidential Sources or Confidential Information is involved) with the disclosing Party's specific & express written consent as to each such contact and/or use, and/or having entered into a written fee or compensation agreement with the Party whose Confidential Sources or Confidential Information the other Party hereto seeks to use. Except as provided above, neither Party shall attempt, directly or indirectly, to commence any type of commercial or business transaction with the other Party's Confidential Sources for a period of Two (2) years

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after the Party's introduction to the other Party's Confidential Source. Any breach of this provision shall be deemed to cause the other Party that is being circumvented immediate and irreparable harm and shall entitle that Party, without any requirement to post any bond or security, to prompt legal and/or equitable relief.

4. The mutual obligations of the Parties hereto concerning confidentiality, nondisclosure and non-use hereunder shall not apply with respect to any particular portion of Confidential Information and Confidential Sources that:

a. Was known to the nondisclosing Party (including its employees, agents, affiliates and/or representatives) free of any obligation of confidentiality at the time of the disclosure thereof and the nondisclosing Party had a prior business relationship with such Confidential Source and the nondisclosing Party notified the disclosing Party of such prior relationship within a reasonable period of time not to exceed five business days;

b. Is or becomes public knowledge through general generic usage or processes, or is widely disseminated by the public media, either printed or electronic, through no fault of the Party hereto that received the Confidential Information or Confidential Source; or

c. Is disclosed to the nondisclosing Party (including its employees, agents, affiliates and/or representatives) in good faith by a third party which has the right to make such disclosure without a duty of confidentiality subsequent to the time of the disclosing Party's disclosure.

Upon request the nondisclosing Party shall furnish competent proof that such exception applies.

5. This Agreement shall be construed and enforced in accordance with the laws of The State of Florida, U.S.A.

This Agreement is specific as to its purposes and intent by and between the Parties hereto, and for the objectives contemplated herein; therefore, it may not be assigned, or otherwise transferred, to third parties without prior and specific written authorization of the other Party.

This Agreement shall be binding and in force and effect for the immediate purposes hereinabove contemplated, and for any and all authorized transactions between the Parties, their heirs, successors and assigns for the specific purposes contemplated herein, or for a period of two (2) year from the date of execution hereof. Any future transactions by and between the Parties, or with authorized third parties, or for other transactions that may evolve herefrom, shall be subject to the provisions of this Agreement to the extent applicable, but otherwise shall be subject to such discussions, negotiations and separate agreements as may be mutually agreeable to the Parties hereto.

The Parties represent and warrant that the engagement of themselves or their organization hereunder is or has been duly authorized, and this Agreement has been duly executed and delivered by each Party and constitutes a legal valid and binding obligation of each Party.

The parties acknowledge and understand that they should seek independent legal counsel regarding this Agreement before executing this Agreement.

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In the event of a breach of this Agreement, the prevailing party in any legal actions shall be entitled to recover reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the authority to enter into this agreement on behalf of the person, entity, or corporation listed above and have duly executed it on the date written below.

Agreed to and Accepted:

ISG-Telecom Consultants

BY: _____

BY: _____

Print Name: JOSEPH ISAAACS

Print Name: _____

Title: President and Managing Member

Title if Applicable: _____

Address: (as first written hereinabove)

Date: _____

Date: _____

RETURN DOCUMENT TO:

Joseph Isaacs, President
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