

To execute this agreement with TurnKey Internet, please fill out, sign, date, and FAX to: (518) 618-0019. TurnKey Internet will sign & return the executed agreement to you.

**BILATERAL NON DISCLOSURE AND
CONFIDENTIALITY AGREEMENT FOR TRANSFER
OF PROPRIETARY INFORMATION**

This Agreement, effective starting on _____
Between Turnkey Internet, whose address is 175 Old Loudon Rd, Latham, New York, and

These parties hereby agree as follows:

The parties wish to exchange certain confidential and proprietary information for the limited purpose of allowing the parties to provide and/or purchase services, products and consulting, in accordance with the following terms and conditions:

1. Definitions

For the purpose of this Agreement, "Confidential Information" shall mean the information belonging to one party (the "Disclosing Party") which is provided to the other party (the "Receiving Party") which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure. Oral and visual disclosures of Confidential Information shall be noted as such at the time of disclosure and shall, within one month after disclosure, be summarized in a writing provided to the Receiving Party, and shall be treated by the Receiving Party as Confidential Information.

2. Protection and Purpose

All "Confidential Information" of a Disclosing Party shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "Confidential Information" of the Disclosing Party for the benefit of the Receiving Party, for the benefit of any third party, or for any purpose except the limited evaluation purposes set forth above.

3. Restrictions

The restrictions herein provided shall not apply with respect to "Confidential Information" which:

- A. The Receiving Party can demonstrate it knew at the time of receipt from the Disclosing Party; or
- B. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or

- D. Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. Is independently developed by the Receiving Party without reliance on, use of, or strategic guidance derived from, the Disclosing Party's Confidential Information; or
- F. Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure.

4. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to either party or any relationship between the parties.

5. Ownership

All tangible information relating to Confidential Information of a Disclosing Party, including without limitation web site content, customer lists, financial figures, databases, drawings, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, each party shall promptly return to the other party all tangible information, and all copies thereof, related to "Confidential Information" belonging to the other party or certify destruction of the same.

6. Miscellaneous

Recipient agrees that it shall adhere to all U.S. Export Administration laws and regulations and shall not export or re-export any technical data or products received from the Company or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by both the Company and the U.S. Government.

- A. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
- B. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees but only by an instrument in writing signed by an authorized officer of the parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.
- C. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable

attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

D. This Agreement shall be construed and governed by the laws of the State of New York in the United States of America, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of New York.

E. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

7. Termination

This Agreement is to be construed in accordance with the laws of the State of New York in the United States of America and shall terminate one (1) year from the effective date of this Agreement.

Name: _____ Company: _____ Title: _____ Date: _____

Signed: _____

Name: _____ Company: TurnKey Internet Title: _____ Date: _____

Signed: _____