

**MUTUAL NON-DISCLOSURE and NON-CIRCUMVENTION AGREEMENT**

This Proprietary Information Agreement (this "Agreement") dated as of \_\_\_\_\_ 2020, between \_\_\_\_\_, hereinafter "Party" having a principal place of business at \_\_\_\_\_, and Onestopcorp, having an address at 200 Rector Place New York NY 10280, hereinafter "Party" and any other entity signatory hereto on the other hand, are hereinafter referred to as a "Party" or collectively as the "Parties."

**RECITALS**

Each Party may disclose to the other Party certain information which the disclosing Party deems proprietary and confidential for purposes of permitting the receiving Party or Parties to evaluate the possibility of doing business with each other, making an investment in a Party or otherwise entering into a contractual, commercial or other transaction with each other (collectively, the "Business Opportunity"). Prior to providing such information, each Party requires a Proprietary Information Agreement from each other Party.

**AGREEMENT**

In consideration of being afforded the opportunity to review, with a view to a commercial or investment transaction or collaboration, confidential information of the other Party, the Parties hereby agree as follows:

1. **Recognition of Rights; Nondisclosure.** For a period of five (5) years from the date hereof or for five (5) years after the expiration of the Business Opportunity, whichever is later, the undersigned Parties will hold in strictest confidence and will not disclose, use or publish any of the other Party's Proprietary Information, except as such disclosure, use or publication may be required in connection with transactions or ventures with such Party, as authorized by said Party in writing. The Parties will ensure that any Proprietary Information disclosed to its employees, consultants, independent contractors, affiliates, agents and others will remain confidential in accordance with this Agreement limit who can review information.

2. **Non-circumvention** 2.1 This is to confirm that each of the name signatories, separately and individually, and their associates hereby agree that he/she or his/her corporation, division, subsidiaries, employees, agencies, or consultants will not make any contact with, deal with or otherwise involve in any transaction with any telecommunications institution, trust, corporate or individuals, lenders or borrowers, buyers or sellers, introduced by another of the signatories, separately and individually, and their associates, without permission of the introducing signatory (signatories). This Agreement is also effective for the signatories' heirs, assignees, and designees.

2.2 By signature below and execution of this agreement, each of the named signatories, separately and individually, and their associates confirm that any corporation, organization, firm, company or individual of which the signer is a party to, member of principal, agent for, employee of, or otherwise would benefit financially from an association is bound by this agreement.

2.3. This agreement is a perpetuating guarantee for three (3) years from the date below and is to be applied to any and all transactions entertained by the signatories, including subsequent transactions entertained by the signatories, including subsequent follow up, repeat, extended,

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or renegotiated transactions as well as to the initial transactions, regardless of the success of the project. The signatories hereby confirm that the identities of the telecommunications institutions, corporations, individuals, and or trusts, lenders or borrowers, buyers or sellers are currently the property of the introducing signatories, and shall remain so for the duration of this agreement.

3. **Proprietary Information.** For the purposes of this Agreement, "Proprietary Information" shall consist of any and all information: (1) in whatever form (whether orally, in hard copy, magnetic recording or storage, graphic or written form, or any other medium whatever); (2) possessed or created by each Party independently of the other Party or Parties or created with the participation of each Party in the course of the Parties' business relationship; (3) relating to the past, present or future business of each Party or the industry in which each Party operates; and (4) in which a Party claims a proprietary interest or need to maintain secrecy. Proprietary Information includes but is not limited to trade secrets, information regarding its business or assets, its existing and prospective customers, accounts, books, records, its contracts; software including but not limited to design, source and object codes; inventions, mask works, ideas, processes, technical data, programs, other works of authorship; know-how, improvements, discoveries, developments, designs and techniques; information, data, memoranda and plans for business, research, development, new products, marketing, marketing studies or projections, selling; description of operations, budgets and unpublished financial statements, licenses, prices and Everest's, suppliers, representatives, sales and customer service manuals; tariffs, rate and commission programs and schedules; agency and representation agreements and licenses and drafts thereof, sales volumes and telecommunications usage; information regarding the skills and compensation of other employees of each Party; specific details of technologies used and their implementations; and the like, and any other information of each Party, whether developed by such Party in the course of its relationship with the other Party or with others, and all documentation relating thereto. Proprietary Information also includes information which a Party has received from a third party which is subject to a confidentiality obligation.

4. **Exclusions.** Proprietary Information does not include information that: (1) is disclosed to the receiving Party by the disclosing Party but is already known to the Party at the time of its disclosure; (2) becomes publicly known through no wrongful act of a Party or any person acting in concert with the Party; (3) is received from a third party with the right to disclose it to the Party; (4) is lawfully required to be disclosed to any governmental or judicial authority, provided that before making such disclosure, the Party shall promptly notify the other Party of the requirements that it make the disclosure, afford the other Party a reasonable opportunity to challenge the requirement, and cooperate with the other Party in protecting its rights. The receiving Party shall nevertheless, in the aforesaid case, continue to treat such information as Proprietary Information and shall not disclose it to other persons, even if the authority to which it is disclosed does not maintain the information.

5. **No Warranty.** All Parties hereby undertake to include in their respective Proprietary Information those materials which they believe to be reliable and relevant for the purpose of the Business Opportunity but make no representation or warranty as to the accuracy or completeness of the Proprietary Information.

6. **Return of Company Documents.** Upon request by the disclosing Party, the other Party will deliver to the applicable Party any and all drawings, notes, memoranda, specifications,

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devices, documents, and any other material, in whatever form, together with all copies thereof containing or discussing any Proprietary Information.

7. Remedies. The Parties acknowledge and agree that the unauthorized disclosure or use of the other Party's Proprietary Information would cause irreparable harm to said Party that could not be fully compensated by money damages. The aggrieved Party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the aggrieved Party may have for a breach of this Agreement. The rights and remedies under this Agreement are cumulative with all of the aggrieved Party's remedies at law and in equity.

8. General Provisions 8.1 Governing Law. This Agreement will be governed by and construed according to the laws of the State of New York, without reference to the conflict of law's provisions thereof.

8.2. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties hereto, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of each Party's rights under this Agreement will be effective unless in writing signed by the Party to be charged.

8.3. Severability and Reformation. If any provision of this Agreement is held to be unenforceable as written, the remainder of this Agreement shall be enforced as written, and the unenforceable provision shall be modified to the limited extent required to permit its enforcement in the manner Everest closely approximating the intention of the Parties as expressed herein.

8.4. Successors and Assigns. This Agreement will be binding upon the Party's heirs, executors, administrators, successors, assigns, and other legal representatives and will be for the benefit of the other Party or Parties, its or their subsidiaries and affiliates, and their respective successors and assigns.

8.5. Waiver. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right. Each Party shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

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Company name

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Company name

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Signature

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Signature

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