

**NON-DISCLOSURE AGREEMENT**

This MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT is made as of \_\_\_\_ ) is made as of the <2009/ / > (the “Effective Date”), between M/s. <\_\_\_\_ > (hereinafter referred to as “Customer”), having its registered office at <\_\_\_\_ > <\_\_\_\_ > which includes its legal heirs, successors and assigns of the one part;

AND

VoiZar MFZ LLC. (hereinafter referred to as “VOIZAR”) having its registered office at RAKIA Media Free Trade Zone, Ras Al Khaimah, UAE (United Arab Emirates), which includes its legal heirs, successors and assigns of the other part

The parties agree that it is desirable for each to disclose to the other certain information and/or data (“Confidential Information”) described below. Hereinafter, a party receiving Confidential Information is referred to as “Recipient” and a party disclosing Confidential Information is referred to as “Discloser”. Recipient acknowledges Discloser’s representation that Confidential Information constitutes valuable trade secrets of Discloser, and agrees that any such disclosure shall be governed by the following terms and conditions.

- 1. **Description of Confidential Information.** Definition of Confidential Information is any information, whether conveyed verbally (and confirmed in writing within ten (10) days after disclosure) or in writing or in other tangible form, and clearly labeled as “Proprietary” or “Confidential” or similar marking and which may include without limitation technical, financial and business information and models, names of customers or partners, proposed business deals, corporate strategies, cost and pricing data, rates (which shall be deemed confidential regardless of any such marking), reports, plans, market and/or financial projections and other data of or relating to a party or its affiliates (as hereinafter defined), together with notes, analyses, work papers, compilations, studies or other documents, prepared by a Party which contain, reflect or are based on or generated from such information.
- 2. **Purpose of Disclosure.** VoiZar and Customer wish to explore a possible relationship. VoiZar and Customer contemplate conducting certain discussions and analyses concerning telecommunications-related data, services, or products with the possibility that the Customer and VoiZar may do business together, and Customer and VoiZar will have access to certain information which considers confidential and proprietary.
- 3. **Limitations and Conditions of Disclosure and Use.** Recipient agrees that it shall (i) use Confidential Information only for the foregoing purpose, and (ii) disclose Confidential Information only to its employees who have a specific need to know for the purpose stated above and who have agreed in a writing with Recipient to obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove the reservation of rights and proprietary notices from Confidential Information. If Recipient becomes aware of the unauthorized use or disclosure of Confidential Information or any other violation of this Agreement, Recipient shall immediately notify Discloser in writing, describing the



(a) Initials (VoiZar):

(b) Initials (Customer): \_\_\_\_\_

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circumstances, and shall cooperate with Discloser to remedy the unauthorized use or disclosure or violation.

4. **Exclusions.** Recipient shall have no obligation under this Agreement as to Confidential Information that: (i) is already lawfully known to Recipient, as evidenced by documentation in Recipient’s possession at the time of initial disclosure thereof; (ii) is independently developed by Recipient, provided Recipient can show that such development was accomplished without access to Confidential Information; (iii) becomes rightfully known to Recipient from another source, without restriction on subsequent disclosure or use; or (iv) is or become part of the public domain through no wrongful act of Recipient. Further, Recipient shall have no obligation regarding disclosure of Confidential Information pursuant to any competently authorized judicial or governmental request, requirement or order, provided that Recipient takes reasonable steps to give Discloser sufficient prior notice to contest such request, requirement or order.
5. **Enforcement.** In the event of a breach or threatened or intended breach of this Agreement by Recipient, Discloser, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to injunctive or other equitable relief.
6. **Term; Termination.** This Agreement shall expire one (1) year after the Effective Date, except (i) either party may terminate this Agreement at any time upon ten (10) days written notice to the other party, and (ii) in any event, Recipient’s obligations under section 3 with respect to an item of Confidential Information shall survive for a period of two (2) years the expiration or termination of this Agreement.
7. **Warranty Exclusion.** DISCLOSER PROVIDES CONFIDENTIAL INFORMATION TO RECIPIENT “AS IS” AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT THERETO, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

**General.**

(a) **Assignment.** This Agreement is not assignable or transferable by either party; any attempted assignment will be void and without effect.

(b) **No Other Rights.** Except as otherwise specifically provided herein, no license or transfer of intellectual property rights in any Confidential Information is provided hereunder, either expressly or by implication, or otherwise. This Agreement imposes no obligations on either party to develop, sell, license, otherwise make available or purchase any technology or products, or enter into any other agreement.

(c) **No Agency.** This Agreement does not create any agency or partnership relationship.

(d) **Return.** Upon the Discloser’s request, the Recipient shall promptly return to the Discloser all tangible items containing or consisting of the Discloser’s Confidential Information and all copies thereof.

(e) **Export.** Each party acknowledges that the export of Confidential Information may be subject to export laws, regulations, and rules, and agrees that it shall export any Confidential Information or technology or data relating thereto only in strict accordance with such laws, regulations and rules.



(a) Initials (VoiZar):

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(f) Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of Canada. The parties hereby agree that any dispute regarding the interpretation or validity of this Agreement shall be subject to the exclusive jurisdiction of the courts of Canada.

(g) Complete Agreement. This Agreement is the entire understanding between the parties, and it supersedes any prior or contemporaneous oral or written communications relating to the subject matter hereof. It should not be modified except by writing signed by both parties.

In witness whereof both the parties set their respective hands at the date and place above mentioned.

For and on behalf of:

**M/s. VoiZar MFZ LLC.**

**M/s.**



Signatures : \_\_\_\_\_  
Name : Afghan S. Yasha Ullah N.K  
Title : Director Business Management  
VOIZAR's Stamp:

Signatures: \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
CUSTOMER's Stamp:



(a) Initials (VoiZar):

(b) Initials (Customer): \_\_\_\_\_