



ASG CONFIDENTIAL INFORMATION AGREEMENT

This ASG CONFIDENTIAL INFORMATION AGREEMENT (the "Agreement") is made as of _____ (the "Effective Date") by and between ASG Communications, Inc., a Florida corporation ("ASG") and _____ ("Client"). ASG and Client are sometimes referred to collectively as the "Parties," and each individual as a "Party."

1. **Confidential Information.** All information exchanged between the Parties related to any provision of product or service by or through ASG, subject to the exclusions in Section 4 below (the "Services") will be considered to be confidential in nature, including but not limited to: (1) Client-owned data provided by Client to ASG; (2) any Client-owned or Client-licensed software made available to ASG for the performance of Services hereunder; (3) personal information regarding Client personnel; (4) any ASG proprietary information made available to Client; (5) any ASG quote or pricing summary made available to Client; (6) business plans or records of each Party made available to the other; and (7) any and all such other information that the disclosing Party specifies as confidential ("Confidential Information"). Client acknowledges that ASG owns, or is entitled to exercise, all worldwide ownership rights, title and interest in and to, its Confidential Information, including, but not limited to, all patents, copyrights, trade secrets, trademarks, inventions, source code, object code, listings and related user documentation, together with all revisions, modifications, alterations, and derivative works thereof in all forms.

2. **Obligations.** The Parties agree to use the Confidential Information provided hereunder only for purposes directly related to the Services or this Agreement; to restrict disclosure of Confidential Information solely to employees and subcontractors (for Client, including those of its affiliated companies) with a need to know; and not to disclose such Confidential Information to any other party. The Parties agree to treat any and all Confidential Information which may be exchanged with at least the same degree of care with which they treat their own similar information which they consider to be confidential or proprietary in nature, but not less than a reasonable standard of care. As between the Parties, any Confidential Information shall remain the sole and exclusive property of the disclosing Party.

3. **Personnel Data.** ASG agrees to (1) treat all Client personnel and prospective Client personnel data as Client's Confidential Information and (2) use such data only for the limited purpose of providing Services and not use or permit any third party to use such data for in a manner prohibited by this Section 3. All such data will be used in accordance with all applicable data protection legislation and regulations.

4. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that is: (1) publicly available, (2) rightfully received by the receiving Party from a third party and not accompanied by confidentiality obligations, (3) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party, (4) independently developed by the receiving Party without the use, benefit or aid of Confidential Information provided by the disclosing Party, (5) reasonably necessary for the provision of the Services or (6) approved in writing for release or disclosure without restriction by the disclosing Party.

5. **Limited Waivers.** The terms of this Section 5 will not preclude the disclosure of Confidential Information by either Party if such disclosure is: (1) in response to a valid order of a court or other governmental body, (2) otherwise required by law, or (3) necessary to establish rights under this Agreement; provided, however, that such Party must notify the disclosing Party of such request or requirement and will limit the disclosure to the extent required for such purposes.

ASG COMMUNICATIONS, INC:

CLIENT:
