

NON-CIRCUMVENTION AGREEMENT

THIS NON-CIRCUMVENTION AGREEMENT is effective as of the “Effective date”, by and between the following parties:

Diversified Telecommunications Consulting, LLC
6155 E. Indian School Road, Ste. #200
Scottsdale, AZ 85251

AND

“agent”
“agent address”

WITNESSETH:

WHEREAS the parties to this agreement desire to work together for the purpose of arranging business and financial transactions between the parties; and,

WHEREAS certain transactions between the parties may require and result in the introduction of third parties by one of the parties to the other party; and,

WHEREAS the parties hereby irrevocably confirm and guarantee to each other that the identity of the corporations, organizations, firms, companies or individuals and information as defined herein, are valuable and proprietary, whether that contact or information is known or unknown at the time of this agreement.

NOW, THEREFORE in consideration of the commitments above the following terms and conditions are agreed to:

ARTICLE I

This is to confirm that each of the undersigned, jointly and severally, their affiliates and assignees confirm that any corporation, division, subsidiary, employees, agents or consultants, or assignees thereof will make any contact with, deal with or otherwise involve in any transaction, between the parties defined herein, without written permission of the introductory party.

ARTICLE II

By signature below and execution of this agreement, each of the undersigned, jointly and severally, their affiliates and assignees confirm that any corporation, organization, firm, company or individual of which the undersigned is a party to, employee of, member of, or otherwise which would benefit financially from an association, is bound by this agreement.

ARTICLE III

This agreement is for three (3) years from the date affixed below and is to be applied to any and all transactions entered into by the undersigned, including follow-up repeat, extended or renegotiated transaction regardless of the success of the project. The undersigned hereby confirm that the identities of the corporations, individuals, buyers or sellers are currently the property of the introductory party and shall remain so for the duration of this agreement. In the event that any party fails to honor the obligations under this NON-CIRCUMVENTION AGREEMENT, the parties hereto consent, stipulate, and agree, that in the event a dispute arises as to the terms and / or enforcement of this agreement, the courts of the state of Arizona shall have jurisdiction over the subject matter as well as in personam, in rem, and in quasi rem-jurisdiction over the parties to this the Federal Courts. In the event of a suit involving the terms or subject matter of this agreement, the prevailing party shall be entitled to its cost and

reasonable attorney's fees incurred in enforcing this agreement. In the event notices are required to be served to any of the undersigned parties, the address below shall prevail.

ARTICLE IV

The undersigned hereby agrees to keep completely confidential the names of any corporations, individuals or group of individuals, buyers, or sellers, introduced by any of the parties or their affiliates. Such identity shall remain confidential during the applicable transactions and during the duration of the agreement, and shall include without limitation any telephone or telefax numbers, addresses, or telex numbers, such information is considered the property of the party, and the undersigned hereby agree, jointly and severally, to discuss same among the parties for determination as to what shall be discussed and what procedures to use.

ARTICLE V

All of the undersigned obligations contained in this agreement are mutual and reciprocal. This NON-CIRCUMVENTION AGREEMENT shall be binding on the parties, their subsidiaries, agents, brokers, divisions, associates, employees, heirs, affiliated companies, assigns or designees.

ARTICLE VI

No party shall be in violation of this agreement when the violation of this agreement is caused by force majeure, including limitation, Acts of God, war civil disturbances, theft, or contract or contracts without the intervention or assistance of the party. This agreement establishes a relationship of mutual trust and confidence, and each of the undersigned will stand in fiduciary relationship with the others. This is the entire agreement between the parties and there are no other terms or obligations of any kind whatsoever.

Any agreement hereafter made shall in ineffective to change, modify, discharge or effect an abandonment of this agreement in whole or in part unless such agreement is in writing and is signed by the parties whose signatures appear herein below.

WE THE UNDERSIGNED, FULLY AND IRREVOCABLY AGREE TO THE TERMS AND CONDITIONS OF THE NON-CIRCUMVENTION AGREEMENT.

**Diversified Telecommunications
Consulting, LLC
6155 E. Indian School Road, #200
Scottsdale, AZ 85251**

**“agent”
“agent address**

Authorized Signature

Authorized Signature

Print

Print

Title

Title

Date

Date

Tax ID

Tax ID

MUTUAL NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of this (“Effective Date”), by and between “**agent**” with offices located at “**agent address**” and **Diversified Telecommunications Consulting, LLC** (“Company”), with offices located at **6155 E. Indian School Road, Suite 200, Scottsdale, AZ 85251**. For purposes of this Agreement “**agent**” and **Diversified Telecommunications Consulting, LLC** are sometimes collectively referred to as the “Parties” and individually referred to as a “Party”. As used herein, “Receiving Party” shall mean the party that has been given “Confidential Information” (as hereinafter defined) or “Trade Secrets” (as hereinafter defined) by and of the other Party.

- A. The Parties are discussing and from time to time, following the Effective Date hereof, will have discussions in connection with potential arrangements for the provisioning of telecommunications and other related services, including, without limitation, the disclosure of certain Confidential Information and/or Trade Secrets relating to Telecommunications Services (each such discussion is hereinafter referred to individually as a “Discussion”).
- B. In order to protect the Parties’ substantial investment in their Confidential Information and Trade Secrets and to protect the goodwill associated with their customer, client and contractor relationships, the Parties have agreed to abide by the terms and conditions of this Agreement.
- C. This Agreement shall expire twelve (12) months from the date first mentioned above. Notwithstanding the termination of this Agreement, each party agrees to treat such Confidential Information as confidential for a period of (3) years from the date of receipt of same unless otherwise agreed to in writing by both parties.

For and in consideration of the above premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agrees as follows:

1. **Definitions.** The following terms shall have the following meanings when used in this Agreement:

- (a) “**Confidential Information**” shall mean the proprietary and confidential data or information of a Party, other than “Trade Secrets” (as defined below), which is of tangible or intangible value to that Party and is not public information or is not generally known or available to that Party’s competitors but is known only to that Party and those of its employees, independent contractors, consultants or agents to whom it must be confided in order to apply it to the uses intended, including, without limitation, information regarding that Party’s customers or prospective customers, marketing methods, business plans and/or rates gained by the other party as a result of the other Party’s participation in a Discussion. In addition, the definition of “Confidential Information” shall include those items specifically identified as “Trade Secrets” in Section 1(c), if it is judicially determined that any such items are not trade secrets, as defined by applicable law, and such items otherwise meet the definition of “Confidential Information” as contained in this Section 1(a). Confidential Information shall not include information which: (i) at the time of disclosure to Receiving Party is in the public domain through no act or omission of Receiving Party; (ii) as shown by written records, is already known by Receiving Party; (iii) is revealed to Receiving Party by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith; or (iv) is independently developed by the Receiving Party without breach of this Nondisclosure Agreement.
- (b) “**Entity**” shall mean any person, partnership, joint venture, agency, governmental subdivision, association, firm, corporation or entity.
- (c) “**Trade Secrets**” shall mean that portion of Confidential Information which constitutes trade secrets, as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, equipment, data, reports, product specifications, formulas, improvements, on-line terminal designs, software applications and knowledge of the existence of any existing or proposed contracts with third parties, whether copyrightable or not.

2. **Consideration.** The consideration for the covenants and agreements of each Party contained in this Agreement shall be that Party’s right to participate in a Discussion, which the Parties acknowledge and agree shall constitute sufficient and adequate consideration.

3. **Nondisclosure; Ownership of Proprietary Property.**

- (a) Each Party hereby acknowledges it is in the best business interests of the other Party to insist on the strict confidentiality of any of its Trade Secrets and Confidential Information that may be disclosed as a result of a Discussion.
- (b) In recognition of the Parties’ need to protect their legitimate business interests, each Party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other Party as strictly confidential and wholly owned by the other Party and that it will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate, or otherwise communicate any such item of information or data to any person or entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between the Parties. With regard to each item of information or data constituting a Trade Secret, the covenant in the immediately preceding sentence shall apply at all times during a Discussion and for as long after the cessation of a Discussion as such item continues to constitute a trade secret under applicable law, and with regard to any Confidential Information, the covenant in the immediately preceding sentence shall apply at all times during a Discussion and for three (3) years after the termination of a Discussion.
- (c) Each Party shall exercise reasonable efforts to ensure the continued confidentiality of all Trade Secrets and Confidential Information known by, disclosed or made available to that party or that Party’s employees or personnel during a Discussion. Each Party shall immediately notify the other Party of any intended or unintended, unauthorized disclosure or use of any Trade Secrets or Confidential Information by that Party or any other person of which that party becomes aware. Each Party shall assist the other

Party, to the extent necessary, in the procurement or any protection of the other Party's rights to or in any of the Trade Secrets or Confidential Information.

- (d) Upon termination of a Discussion, or anytime at the specific request of the other Party, or upon the execution of any agreement resulting from a Discussion containing provisions that expressly supersede the provisions of this Agreement, each Party shall return to the other Party all written or descriptive materials of any kind that contain or discuss any Confidential Information or Trade Secrets, and the confidentiality obligations of this Agreement shall continue until their expiration under the terms of this Agreement.

- 4. **Remedies: Damages, Injunctions and Specific Performance.** The Parties expressly understand and agree that the covenants and agreements to be rendered and performed by the Parties pursuant to Section 3 are special, unique, and of an extraordinary character, and in the event of any default, breach by either Party of Section 3, the other Party shall be entitled to such relief as may be available to it pursuant hereto, at law or in equity, including, without limiting the generality of the foregoing, any proceedings to: (i) obtain direct damages for any breach of this Agreement; (ii) order the specific performance thereof; or (iii) enjoin the breach of such provisions. This Agreement shall be governed by the laws of the State of Arizona without regard to its choice of law principles.
- 5. **Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, EVEN IF FORESEEABLE, ARISING OUT OF OR RESULTING FROM ANY PROHIBITED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR OTHER BREACH HEREUNDER, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. **Binding Effect and Assignability.** The rights and obligations of each Party under this Agreement shall inure to the benefit of and shall be binding upon any subsidiary, affiliate, successor or permitted assign of or to the business of such Party, to the extent provided below. Neither this Agreement nor any rights or obligations of either Party under this Agreement shall be transferable or assignable by that Party without the prior written consent of the other Party, and any attempted transfer or assignment of this Agreement by either Party not in accordance herewith shall be null and void. Notwithstanding the foregoing, Company may assign this Agreement immediately, without the prior written consent of the other Party (a) to any entity that controls, is controlled by, or is in common control with Company (b) to any successor in interest to Company or (c) if necessary to satisfy the rules, regulations and/or orders of any federal, state or local governmental agency or body.
- 7. **Severability.** All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.
- 8. **Waiver.** The waiver by either Party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of that Party. No waiver or modification of this Agreement or of any covenant condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the Party or Parties to be charged therewith.
- 9. **Miscellaneous.** This Agreement contains the complete agreement concerning the arrangement between **"agent"** and **Diversified Telecommunications Consulting, LLC** regarding its subject matter, as of the date hereof, and supersedes all other similar agreements or understandings between the parties, whether oral or written, consistent or inconsistent, with this Agreement. This Agreement may not be amended by the Parties except by a writing executed by both Parties. Any Exhibit to this Agreement is to be deemed a part of this Agreement and the contents of any such Exhibit are hereby incorporated by this reference into this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement, as of the Effective Date.

"agent"

Diversified Telecommunications Consulting, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Tax ID#

Tax ID#

Diversified Telecommunications Consulting, LLC Independent Contractor Agreement

This is an Agreement dated on the “**Effective date**”, between Diversified Telecommunications Consulting, LLC (“Company”) having an address at 6155 East Indian School Rd. 2nd Fl. Scottsdale, Arizona, 85251 and “**agent**”, “**agent address**”.

The Contractor and the Company agree as follows:

1. **Engagement of Contractor.**

The Contractor is hired to generate leads and prospects for the Company. The Company has the right to use those leads and prospects for the Company's business. The Contractor shall be entitled to compensation pursuant to the Exhibit A for all revenues generated on transactions the Company closed generated from a lead or prospect generated by Contractor. Contractor shall use its best efforts to sell products offered from time to time by Company, upon the terms and conditions adopted by Company from time to time. This Agreement shall commence on the “**Effective date**” and shall continue until terminated as provided in this agreement.

2. **Service Provider Contracts.**

Contractor acknowledges that Company resells products of other providers upon terms and subject to conditions contained in its contracts with said providers. Such providers are hereinafter referred to as Service Providers. Contractor agrees to be bound by and adhere to such conditions, and to, at the request of Company, to comply with any requirements which said providers may require of Company's agents and independent subcontractors.

3. **Confidential Relationship.**

The parties acknowledge that during the period of their association, they shall be exposed and permitted access to information concerning the nature and operation of each other's business, including, but not limited to, business methods, fees charged, servicing techniques, address books, lists, sales quotes, Rolodexes, contact information, notes, customers, customer lists, rates, leads, sales literature, trade secrets, prospect lists, educational material and other information concerning each other (hereinafter “CONFIDENTIAL INFORMATION”).

4. **Restrictions on Use of Confidential Information.**

Neither party shall, during or after the term of the Contractor's association with the Company, disclose, divulge or communicate, directly or indirectly, any of the Confidential Information to any person or entity for any reason or purpose whatsoever, except for the parties' use of such information in connection with this agreement. The Contractor shall not make any use of any such of Company's Confidential Information for his own purposes or for the benefit of any person or entity (except the Company) under any circumstances. If Contractor generates a lead or customer for the Company, Contractor may do business with that lead or customer if such business does not compete with the Company's Services as defined below.

5. **Other Restrictions.**

After termination of this Agreement or Contractor's association with the Company, the Contractor shall not:

a. interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between the Company and any customer, client, Contractor, lead, prospect or Contractor of the Company;

b. contact, communicate with, or solicit, any employee or independent contractor of the Company with the intent, purpose or effect of introducing or encouraging any employee to leave his or her association with the Company, or to breach his or her agreement with or other obligations to the Company;

c. contact, communicate with, or solicit, any customer, lead or prospect of the Company with the intent, purpose or effect of introducing or encouraging said customer, lead or prospect to do business with anyone other than the Company as related to Company Services defined below, or to breach any agreement with or other obligations to the Company; and

d. solicit long distance telephone, data communications business, voice mail, pagers or other telecommunication services offered by Company, ("Company Services") directly or indirectly, from (1) any customer, lead or prospect of Company, or (2) any person or entity to whom the Contractor has personally sold any Company Services at anytime during the course of the Contractor's association with the Company.

6. **Compensation.**

a. Contractor shall receive compensation for his or her services in accordance with Attachment A attached hereto and made a part hereof.

b. If the Contractor terminates his or her association or is discharged by Company, Contractor shall be entitled to receive commissions for transactions the Contractor has initiated before termination. This continuing right to receive commissions shall include both residual and advance commissions.

c. Commissions are paid on the month following Subscribers' fourth full month of service. The Company will pay an advance payment forty-eight (48) days following the end of the month in which the Subscriber was confirmed equal to the commission structure on Exhibit A. The Company reserves the right to discontinue advance payments at any time.

d. The provisions of this paragraph are subject to the terms of any agreement between Company and the Service Provider with which Company Service generated by Contractor is placed. Contractor acknowledges that such contracts may have limitations on the payment of compensation and commissions to Company in terms of amount of payment, its timing and duration. They may also contain provisions for "charge-back" of commissions upon the default of the Customer in

the payment of its bills for usage. Contractor agrees that Company's obligation to Contractor shall not exceed Company's rights against said Service Provider, and that Contractor shall be subject to pro rata adjustments to the commissions payable by Company to Contractor based on adjustments imposed on Company by said Service Provider. Company shall use all reasonable effort in good faith to maximize the amount collectable from Service Provider in each instance, but does not warrant such collectability.

7. Reasonableness of Restrictions to Protect Confidential Information.

Contractor agrees and understands that the Company will invest its money to enable the Contractor to create Confidential Information. The parties agree that the Company is therefore justified in restricting the use of the Confidential Information it has paid to develop. The parties agree that the non-disclosure and non-competition provisions of this agreement shall survive termination of this agreement.

8. Termination.

This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party. If termination is by Company is for any reason other than for cause, Contractor shall continue to receive commissions in accordance with Exhibit A, subject to the provisions of paragraph 5d above. Company may, in its sole discretion, at any time immediately terminate this Agreement and cease payment of commissions if Contractor breaches the terms of this Agreement, or the terms of any agreement between the Company and a Service Provider, of which Contractor has notice.

9. Relief.

Contractor acknowledges that breach of this Agreement may justify an award of monetary damages in a court of law. In addition, Contractor acknowledges that, in the event monetary damages are insufficient, Company shall be entitled to interim and permanent injunctive relief without bond for the enforcement of this Agreement. Finally, Contractor acknowledges that the Economic Espionage Act of 1996 permits the imposition of criminal penalties in instances of trade secret misappropriation.

10. Governing Law.

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Arizona.

11. Successors and Assigns.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and the Contractor's respective heirs, successors, executors and administrators. The Contractor may not assign any of his or her rights and obligations hereunder.

12. Survival.

If for any reason any provision of this Agreement shall be held invalid, its invalidity shall not effect any other provision of this Agreement that can be given effect without the invalid provision.

13. Independent Contractor.

The Contractor's relation to the Company shall, during the period or periods of his/her engagement and services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours as he is not obligated to devote hereunder to the Company in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Company pertaining to or in connection with any insurance, pension, stock, bonus, profit-sharing, or similar benefits for their regular employees. The Contractor may establish his or her own hours, within a standard of reasonableness.

“agent”
“agent address”

Robert S. Rife
Diversified Telecommunications Consulting, LLC
6155 E. Indian School Road, Ste. #200
Scottsdale, AZ 85251

President/
Contractor

For the Company

Date:_____

Date:_____