



Non-Disclosure Agreement

This Confidentiality Agreement is executed by _____

("Employee/Contractor), on and as of _____, 200_ in connection with and consideration of my being hired by National ComTel Network, Inc., (the "Company") as an employee or independent contractor, as the case may be, and Employee/Contractor hereby covenants and agrees as follows:

1. **Trade Secrets:** During the term of employment/contract with Company and for a period of five (5) years thereafter, Employee shall maintain in strict confidence and not, directly or indirectly, use, misappropriate or disclose for any reason any of Company's trade secrets, including without limitation, customer lists, reports, compilations of information, processes, methods of operation, information concerning current or promotion products or services of Company, software, forms, records, financial, economic or statistical data or the like, or any other information that has been designated by Company as being propriety or confidential or that may be reasonably construed to be so under the circumstances (the "proprietary information"). All files, records documents drawings, specifications, equipment and similar items relating to the business of the Company, whether they are prepared by Employee or come into Employee's possession in any other way and whether or not they contain or constitute Proprietary Information, are and shall remain the exclusive property of Company and shall not be removed from the premises of Company under any circumstances whatsoever without the prior written consent of Company.
2. **No Unfair Competition.** Employee/contractor acknowledges and agrees that the safe or unauthorized use of disclosure of any Proprietary Information and the solicitation of customers or employees of Company after Employees termination of employment with Company constitute unfair competition. Employee promises and agrees not to engage in any unfair competition with Company either during the term of employment or anytime thereafter.
3. **Non-competition.** During the term of employment with Company, Employee shall not directly or indirectly, engage or participate in any business that is in competition in any manner whatsoever with the business of Company.
4. **Intellectual Property.** Employee agrees that Company shall exclusively own all inventions (including discoveries, improvements or ideas, whether or not patentable) and works of authorship (including computer software, forms, manuals or the like whether or not copyrightable) or patented except those for which, as determined by Company, no equipment, supplies, facilities, or Proprietary Information of Company was used and which was developed entirely on Employee's own time, and (a) which does not relate (1) to the business of Company or (2) to Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by Employee for Company. Employee shall disclose immediately to company, in writing, all inventions or works of authorship created by Employee for whom Employee claims an interest; otherwise such inventions and works of authorship shall be presumed to be the property of Company.

5. Injunctive Relief. Employee acknowledges that Company shall not have an adequate remedy in the event of breach of this Agreement and Company will suffer irreparable harm and injury in such event, and further agrees that Company, in addition to any other available rights and remedies, shall be entitled to an injunction restricting Employee from committing or continuing any violation of the Agreement.

6. Construction. If any of this Agreement shall, to any extent, be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the full extent permitted by law.

7. Governing Law. This Agreement shall be governed by the laws of the State of California.

In Witness Whereof, I have executed and delivered this Agreement on and as of the date first written above.

Employee Name Date

Witness

Date