THIS CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION

AGREEMENT (this “**Agreement**”), dated and effective as of (the

“Effective Date”), is made and entered into by and between **AUNIGMA NETWORK SOLUTIONS CORP**, a WYOMING S Corporation (“AUNIGMA”) and

, a

(“**PERSON**”). AUNIGMA and

PERSON are sometimes herein referred to individually as a “**Party**” and, collectively, as the “**Parties**.”

**W I T N E S S E T H:**

**WHEREAS, AUNIGMA** is a Network and Security Product and Solution company in the business of providing Network and Security software and hardware products and services to the global marketplaces to assist with developing promising business opportunities relating to same;

**WHEREAS, AUNIGMA and PERSON** desire to enter into discussions regarding the possibility of establishing a mutually beneficial business relationship between the Parties (the “Collaboration”);

**WHEREAS**, for purposes of exploring the Collaboration, AUNIGMA and PERSON desire to obtain from one another certain Confidential Information; and

**WHEREAS, AUNIGMA and PERSON** are willing to disclose and/or cause to be disclosed to each other certain Confidential Information; provided, however, that such disclosure is subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the above premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

# DEFINITIONS

The Parties agree that the following terms shall have the meanings accorded below:

* 1. **Third Parties**. “Third Parties” (aka Third Party) includes, but is not be limited an individual or entity who may: (a) be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit, or transaction; (b) has a lesser interest in the agreement or transaction than the principals; (c) has an involvement (such as a buyer from one of the parties, was present when the agreement was signed, or made an offer that was rejected). Any entity newly formed by either Party subsequent to the Effective Date which qualifies as an Third Party under Sections 1.1.(a), (b), or (c) shall be included as a Third Party. Third Parties have no legal standing within this agreement, unless a separate contract or transaction is made for the Third Party's benefit and agreement conformity shall remain the responsibility of the Party who has primary association with the Third Party.
  2. **Confidential Information**. “Confidential Information” means any of the following:
     1. any and all information, in whatever form, tangible or intangible, received by a Recipient from a Disclosing Party regarding the Collaboration; and
     2. any and all information gathered by either Party in the course of discussing and/or implementing the Collaboration, whether written or oral, and if written, however produced, and in whatever form, tangible or intangible, that would logically be considered, confidential, proprietary or of a secret nature and the subject matter of this Agreement, and which information shall include, without limitation:
        1. Corporate information, including, without limitation, all ideas, concepts, strategies, products, services, corporate and financing structures, data, summaries, reports, drawings, charts, specifications, forms, materials, term sheets, agreements and contracts (including this Agreement) relating in any way to the Collaboration;
        2. Trade secrets, including, without limitation, all information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:
           1. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
           2. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and
        3. Party contacts, including, without limitation, all information of any nature concerning either Party’s business contacts and resources, distribution contacts and resources, technical information and know-how, business dealings and negotiations with third parties, potential mergers and acquisitions, shareholders, members, clients, employees, consultants and affiliates.
  3. **Disclosing Party**. “Disclosing Party” means a Party and includes their respective Third Parties to this Agreement which discloses Confidential Information to a Recipient Party.
  4. **Introduced Persons**. An “Introduced Person” means any person, company, contact or source introduced to the Recipient by the Disclosing Party.
  5. **Need to Know Persons**. “Need to Know Persons” means those persons or entities deemed by a Party to be necessary to be necessary to the process of discussing, evaluating, or executing the Collaboration.
  6. **Person**. “Person” means an individual, an entity, or a government body.
  7. **Recipient Party**. “Recipient Party” means a Party and includes their respective Third Parties to this Agreement which receives Confidential Information from the Disclosing Party.
  8. **Respective Party**. **“Respective Party”** means the other Party in a transaction, discussion or process and includes their respective Third Parties.

# OBLIGATIONS

* 1. **Protection of Confidential Information**.
     1. Each Party to this Agreement shall maintain the secrecy of all Confidential Information and that it shall not, at any time, disclose, in whole or in part, the Confidential Information to any third party, without first obtaining express written permission from the Disclosing Party.
     2. Recipient shall:
        1. limit electronic distribution of Confidential Information to Need to Know Persons only; and
        2. not mechanically copy or otherwise reproduce the Confidential Information, except as may be necessary to evaluate and/or implement the Collaboration.
     3. Each Party further and specifically agrees not to disclose, in whole or in part, the Confidential Information (including, without limitation, the provisions of any term sheets or letters of intent) to any third parties.
     4. Except for disclosure to Need to Know Persons, neither Party may reveal Confidential Information to any affiliates, persons or other entities.
     5. In the event Recipient discloses Confidential Information, including, without limitation, Need to Know Persons, Recipient is liable for any breach of this Agreement by any Person to which it discloses Confidential Information.
     6. The Recipient shall take all necessary and appropriate precautions to avoid the unauthorized disclosure of Confidential Information.
     7. The Recipient shall treat the Confidential Information of the Disclosing Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care.

# Disposition of Confidential Information.

If at any time the Disclosing Party requests in writing, the Recipient shall immediately return to the Disclosing Party or, with the Disclosing Party’s consent destroy, all written and tangible Confidential Information originating with the Disclosing Party (including, without limitation, all documents, business plans, booklets, proposals, confidential memoranda, term sheets, letters, memos, drawings, charts, specifications, discs, magnetic tapes, electronic files and data bases) and any and all copies thereof. Such return or destruction of the Confidential Information shall be certified in writing by the Recipient within ten days after receipt of the request for return or destruction.

* 1. **Exceptions**. For purposes of this Agreement, the term Confidential Information does not include information which:
     1. is publicly available or becomes generally available to the public other than as a result of a disclosure by the Recipient,
     2. becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party; provided, however, that the Recipient reasonably believes the source to have rightfully and lawfully obtained such information and such source is not bound by a confidentiality agreement or other obligation of secrecy with the Disclosing Party;
     3. is independently developed by the Recipient, or
     4. the Disclosing Party agrees in writing that the information may be disclosed as set forth in Section 4 herein.

# Non-Circumvention.

* + 1. The Recipient shall not, in any manner, circumvent, or attempt to circumvent, pending, established business relationships between the Disclosing Party and an Introduced Person or business entity for the purposes of conducting business activities, communicating, or otherwise profiting in a manner that would reasonably be considered competitive or harmful to known, intended, or pending business plans or agreement between the Disclosing Party and such Introduced Persons or business entities (“Known Third Party Plans and Agreements”) without the express written permission of Disclosing Party for a period of one (1) year after such Third Party Plans have terminated, expired or can reasonably be determined to be void.
    2. The Recipient shall not disclose to any Third Parties any names, addresses, telephone numbers, facsimile numbers, or e-mail addresses of Introduced Person that Disclosing Party designates as confidential, and the Recipient recognizes that such information about any Introduced Person is the exclusive and valuable property of the Disclosing Party unless such information is obtained from sources other than the Disclosing Party.
    3. Neither Receiving Party nor Disclosing Party shall be under any legal obligation of any kind whatsoever (except as set forth in this Agreement) with respect to any future transaction or relationship by virtue of this Agreement.
  1. **Employee Non-Recruit**. During the Term and for a period of two years thereafter, Recipient shall not, directly or indirectly, solicit, recruit or induce any non-ministerial employee or contractor of Disclosing Party or its Third Parties to (i) terminate his or her employment or other relationship with Disclosing Party or its Third Party, or (ii) work for Receiving Party or any of its Third Parties as an employee or contractor. Without Disclosing Party’s prior written consent, Receiving Party shall not contact any Disclosing Party or Third Party employees (other than its President, Executive Vice President and Controller), customers, account parties, suppliers, competitors, or lenders directly regarding Disclosing Party’s business and operations or a potential transaction between the Parties.

# Mandated Disclosure.

* + 1. If either Party is required by law or by any legal authority to disclose Confidential Information, then the Party compelled to disclose Confidential Information will provide the other Party with prompt prior written notice of such request or requirement so that such Party may seek an appropriate protective order and/or waive compliance with this Section. The Party whose consent to disclose information is requested shall respond to such request, in writing, within five (5) business days after the request by either authorizing the disclosure or advising of its election to seek a protective order. If the Party fails to respond within five (5) business days, the disclosure shall be deemed to be approved.
    2. The Party responding to the legal authority shall strictly limit the disclosure to Confidential Information specifically ordered to be disclosed and nothing more.

# LIMITATIONS

* 1. **Commercial Exploitation Prohibited**. Confidential Information shall remain the sole and exclusive property of the Disclosing Party.
     1. The Recipient shall:
        1. make no commercial use whatsoever, in whole or in part, of the Confidential Information;
        2. shall not use the Confidential Information to establish or operate or assist anyone in the establishment or operation of a business, product or service similar or in competition, directly or indirectly, with the business of the Disclosing Party anywhere in the world.
     2. If Recipient creates a commercial use or assists another in creating a commercial use, in contravention of Sections 3.1.1.1 and 3.1.1.2 above, in addition to any other remedies available at law or in equity, upon demand, within ten (10) days after a request from Disclosing Party, Recipient shall:
        1. convey to Disclosing Party any and all intellectual property rights created using the Confidential Information; and
        2. tender to Disclosing Party an accounting of all money received from the commercial use of the Commercial Use of the Confidential Information, along with payment of the profits made from it.
  2. **Reverse Engineering Prohibited**. Recipient shall not attempt to replicate anything, process, strategy, or method described in the Confidential Information.
  3. **No Intellectual Property Rights Conveyed**. Nothing in this Agreement shall be construed as to grant the Recipient any right or license under any patent, copyright, trademark or any other right relating to the Confidential Information.
  4. **Documents Protected**. Each Party understands and agrees that any and all contracts prepared by the other Party hereto (not including the form of this Agreement) are protected by copyright and/or by this Agreement. The Recipient may not copy or use in any manner, all or any portion of, such documents for any purpose other than in connection with the Collaboration.
  5. **Property Rights**. Protection of Proprietary Information.
     1. PERSON shall not, and shall not permit any third party to, copy, translate, disassemble, or decompile, nor create or attempt to create, reverse assemble, reverse engineer, reverse compile or otherwise, the source code from the object code of the Software.
     2. Except for the rights set forth below, PERSON is not permitted to make derivative works (which for purposes of this agreement shall be defined as that term is used under U.S. copyright law) of the Software and ownership of any unauthorized derivative works shall vest in Aunigma. Aunigma and PERSON agree to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary information.

# REMEDIES

* 1. **Remedies for Breach**. The Parties to this Agreement acknowledge that the Confidential Information protected under this Agreement is of an extraordinary nature and value and cannot, in the event of any unauthorized disclosure or use by the Recipient, the Disclosing Party could not be adequately or reasonably compensated for in damages awarded in an action at law. Each Party therefore agrees that in the event of such unauthorized disclosure or use by the Recipient, the Disclosing Party shall be entitled to require of the Recipient specific performance of all acts and undertakings so required under this Agreement and to obtain injunctive and other equitable relief to prevent any further violation of any provisions herein.
  2. **Attorneys’ Fees**. In any action taken by the Disclosing Party to enforce its rights under this Agreement, the Disclosing Party shall be entitled to recover its costs of enforcement, including reasonable attorneys’ fees. In no event shall injunctive relief be considered the Disclosing Party’s exclusive remedy for any breach or violation by the Recipient of its obligations under this Agreement.

# REPRESENTATIONS AND WARRANTIES

Each Party hereby warrants, represents and covenants to the other Party that (a) each respective Party has the right to enter into this Agreement and to perform fully all of its obligations under this Agreement, and (b) each respective Party is not a party to any other agreement or under any other obligation to any third party which would prevent it from entering into this Agreement and complying with the terms and conditions set forth in this Agreement.

# TERM

* 1. With respect to Confidential Information which qualifies as Trade Secrets, the obligations under this Agreement shall continue so long as the Confidential Information is classified as Trade Secrets.
  2. With respect to Confidential Information that is not Trade Secrets, obligations of each Party set forth in this Agreement shall remain in full force and effect for a period of five (5) calendar years following the Effective Date.

# MISCELLANEOUS

* 1. This Agreement shall not be assigned by any of the Parties hereto.
  2. This Agreement contains the full and complete understanding between the Parties with regard to the subject matter hereof and cannot be modified or amended except by a written instrument signed by each Party which can be applied via an executed business contract. This Agreement supersedes all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. Each Party hereto acknowledges that no representation or promise not expressly contained in this Agreement has been made by the other Party.
  3. This Agreement may be executed in several counterparts, each of which shall be an original as against any Party who signed it.
  4. Any notice or other communication hereunder shall be in writing and shall be deemed fully made or given (i) when hand delivered, (ii) on the business day after it is delivered to a recognized overnight courier service for overnight delivery to a Party, or (iii) three (3) business days after it is mailed to a Party, postage prepaid, by registered or certified mail, return receipt requested, in each case at the following addresses:

If to Aunigma Network Solutions Corporation:

3423 Piedmont Rd NE Atlanta, GA 30305

Phone: 404.869.6694

Fax: 678.348.7678

Email: [kgarrard@aunigma.net](mailto:kgarrard@aunigma.net) Attention: Kenneth Garrard

If to PERSON:

Attention:

Address:

Fax:

Phone:

Email:

* 1. This Agreement shall not be binding on either Party until each Party hereto has executed this Agreement or a counterpart hereof and delivered such executed Agreement or counterpart, whether by facsimile or certified courier, to the other Party hereto or to its respective representatives.
  2. The section headings contained in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope of intent of any provision of this Agreement.
  3. In the event that any provision contained in this Agreement shall be (i) held by any court or arbitration tribunal to be unenforceable, illegal, void or contrary to public policy, or (ii) in conflict with any applicable statute, law, regulation or applicable collective bargaining agreement, then such provision shall be of no force or effect; provided, however, that in such event the provision of this Agreement so affected shall be curtailed and limited only to the minimum extent necessary to permit compliance with the minimum required, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.
  4. No waiver by either Party of any rights under this Agreement nor the failure of either Party to enforce against the other any Party provision, covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant or condition.
  5. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative.
  6. If more than one person or entity executes this Agreement on behalf of any Party hereto, all obligations and benefits hereunder shall apply jointly and severally.
  7. Any rules of interpretation that ambiguities are to be construed against the drafting party shall not apply.
  8. In the event of any dispute, arbitration or litigation arising in any manner with respect to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.
  9. This Agreement shall be governed by and construed under the laws of the State of Georgia, without giving effect to the principles or doctrines of conflict or choice of laws. Any controversy or claim arising out of, or relating to, this Agreement and/or the execution or breach thereof, shall be subject to the jurisdiction of the appropriate court in the city and/or county of Atlanta, Georgia.

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**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the Effective Date first above written.

# FOR AND ON BEHALF OF:

**AUNIGMA NETWORK SOLUTIONS CORP**.

By:

Kenneth Garrard

Chief Executive Officer

# FOR AND ON BEHALF OF:

**PERSON**:

By: Signature

Printed Name:

Title:

Address:

Date:

Phone:

Fax:

Email:

*Agreement Signature Page*