



NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between **All Access Telecom, Inc.**, a New York Corporation, its subsidiaries and affiliates and _____ a _____, its subsidiaries and affiliates located at _____ with respect to the following facts:

- A. The parties intend to engage in discussions concerning a potential business relationship (the "Proposed Relationship").
- B. In connection with the Proposed Relationship, the parties may disclose certain information related to their operations or business (the "Information").
- C. Each party desires to protect the confidentiality of certain information that it may disclose to the other party at any time whether or not the parties enter into the Proposed Relationship.

NOW THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Confidential Information. "Confidential Information" means (a) any Information disclosed by or on behalf of a party (the "Disclosing Party") to the other party (the "Receiving Party"), including, without limitation, (i) any materials, trade secrets, know-how, formula, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, customer proprietary network information ("CPNI") and all other non-public information, material, or data relating to the past, current, or future business or operations of the Disclosing Party and (ii) any information, material, or data provided by third party vendors of the Disclosing Party and (b) any analyses, compilations, studies, summaries, extracts, or other documentation prepared by the Receiving Party based on the Information disclosed by the Disclosing Party.

2. Use and Disclosure of Confidential Information.

2.1 Permitted Use and Disclosure. The Receiving Party will not utilize any Confidential Information received from the Disclosing Party for any purpose other than for the benefit of the Disclosing Party or in order to facilitate the transactions in which the parties are involved by mutual written agreement. The Receiving Party will not utilize the Confidential Information provided to it by the Disclosing Party to compete with the Disclosing Party, nor will the Receiving Party engage in reverse engineering of the Disclosing Party's Confidential Information or any other conduct which would directly or indirectly result in one party misappropriating or improperly utilizing the rights, property, assets, or Confidential Information of the other party. The Receiving Party will maintain the confidentiality of such Confidential Information using at least the same degree of care customarily used by the Receiving Party to protect its own Confidential Information, but under no circumstances will the Receiving Party use less than a reasonable degree of care. The Receiving Party agrees to comply with the Disclosing Party's CPNI policies and procedures. Upon request by the Disclosing Party, the Receiving Party will return all Confidential Information provided by the Disclosing Party to the Receiving Party.

2.2 General exceptions. Notwithstanding any other provision of this Agreement, Information will not be or will cease to be Confidential Information (a) if such Information was already public knowledge at the time it was learned by the Receiving Party, or if such Information subsequently came into the public domain through no fault of the Receiving Party, (b) if such Information was lawfully received by the Receiving Party from a third party free of an obligation of confidence to such third party, (c) if such Information was already in the possession of the Receiving Party prior to the receipt therefore, directly or indirectly, from the Disclosing Party, (d) if such Information is subsequently and independently developed by employees, or agents of the Receiving Party without reference to the Confidential Information disclosed under this Agreement, or (e) if disclosure is required to Section 2.3 of this Agreement.

2.3 Legal Exceptions. Notwithstanding any other provision of this Agreement, the Receiving Party may disclose any Information which is necessary or appropriate to disclose in order to comply with applicable laws, rules and regulations or enable a party to comply with this Agreement or which is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such Information in confidence have been exhausted, including, but not limited to, giving the Disclosing party as much advance notice of the possibility of such disclosure as practicable so the Disclosing Party may attempt to obtain a protective order concerning such disclosure.

3. Injunctive Relief.

3.1 Damages Inadequate. Each Party acknowledges that it would be impossible to measure in money the damages to the other party if there is a failure to comply with any covenants or provisions of this Agreement, and agrees that in the event of any breach of any covenant and provisions, the other party to this Agreement will not have adequate remedy at law.

3.2 Injunctive Relief. It is therefore agreed that the other party to this Agreement who is entitled to the benefit of the covenants and provisions of this Agreement which have been breached, in addition to any other rights or remedies which it may have, will be entitled to immediate injunctive relief to enforce such covenants and provisions, and that in the event that any such action or proceeding is brought in equity to enforce them, the defaulting or breaching party will not urge as a defense that there is an adequate remedy at law.

4. Waivers. If any party at any time waives any rights hereunder resulting from any breach by the other party of any of the provisions of this Agreement, such waiver is not to be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Resort to any remedies referred to herein will not be construed as a waiver of any other rights and remedies to which such party is entitled under this Agreement or otherwise.

5. Successors and Assigns. Each and every covenant and representation of this Agreement will inure to the benefit of and be binding upon each of the parties, their personal representatives, assigns and other successors in interest. Except as expressly provided herein, neither party will assign or delegate any of its respective rights or duties hereunder except as permitted or required under the laws of descent of the State of Texas.

6. Attorneys' Fees. In the event that either party must resort to legal action in order to enforce the provisions of this Agreement or to defend such suit, the prevailing party will be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit.

7. Entire and Sole Agreements. This Agreement constitutes the entire Agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and undertakings whether oral or written, with respect to the subject matter hereof. This Agreement may be modified only by a written agreement signed by both parties.

8. Governing Law. This Agreement will be governed by and constructed in accordance with the laws of the State of Texas.

9. Severability. If any term, provision, promise or condition of this Agreement is held by a court of competent jurisdiction to be void, invalid, inoperative or unenforceable, the other terms, provisions, promises and conditions hereof will remain in full force and effect and will in no way be affected, impaired or invalidated.

10. Applicability. This agreement will apply to all Confidential Information disclosed by the Disclosing Party to the Receiving Party at any time whether during discussions between parties prior to entering into the Proposed Relationship or after such discussions and will have the same effect whether or not the parties enter into the Proposed Relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above indicated.

ALL ACCESS TELECOM, INC.

Company Name

By: _____

By: _____

Name: Lamar Carter

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____