

WHEREAS, _____ hereinafter VENDOR (together with its employees, officers, representatives and advisors both current and future) and WORLDLINK INTEGRATION GROUP, INC., (together with its employees, officers, representatives and advisors) are interested in engaging in preliminary discussions regarding a possible business transaction between them; and

WHEREAS, in furtherance of such discussions, WORLDLINK INTEGRATION GROUP proposes to make available to VENDOR certain confidential, non-public or proprietary information concerning WORLDLINK INTEGRATION GROUP's business and operations, such information hereinafter referred to as the "Information"; and

WHEREAS, in consideration of WORLDLINK INTEGRATION GROUP furnishing the Information to VENDOR, VENDOR agrees to abide by each and every term and condition set forth herein, and further acknowledges that such terms and conditions are necessary to preserve the confidentiality of the Information;

NOW, THEREFORE, WORLDLINK INTEGRATION GROUP, intending to be legally bound, hereby agrees as follows:

1. VENDOR shall require its officers, employees, advisors, agents and representatives to abide by the terms of this Agreement to the same extent that VENDOR is required to do so, and shall specifically advise its advisors, agents and representatives of their obligations hereunder.
2. VENDOR agrees to not directly compete against WORLDLINK INTEGRATION GROUP with any prospect, opportunity or customer relationship where WORLDLINK INTEGRATION GROUP initiates any correspondence between the two parties. This applies to any and all opportunities, communicated verbally, electronically or in writing for a period of 12 full months from the time of the last correspondence between any individuals between the two parties. Prior written consent by the President of WORLDLINK INTEGRATION GROUP can only waive this stipulation. It is also implied that WORLDLINK INTEGRATION GROUP will also comply with the same protocol for any opportunities that are initiated by VENDOR and subsequently discussed by the two parties.
3. WORLDLINK INTEGRATION GROUP agrees to make a best effort to clearly mark and identify all Information as confidential. Subject to the provisions of Paragraph 4 hereof, VENDOR agrees to abide by WORLDLINK INTEGRATION GROUP's reasonable determination that the Information is confidential and to make all appropriate efforts to safeguard the Information, and all material prepared by WORLDLINK

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INTEGRATION GROUP which reflects such Information, from disclosure. VENDOR agrees that, without prior consent from WORLDLINK INTEGRATION GROUP or except as may be required by law, it will not disclose any of the Information to anyone other than its authorized personnel and representatives who need to know such Information for purposes of evaluating the potential transaction between WORLDLINK INTEGRATION GROUP and VENDOR. VENDOR also agrees not to use the Information for any other purpose.

4. VENDOR agrees that, at the termination of discussions between WORLDLINK INTEGRATION GROUP and VENDOR, all copies of the Information in any form whatsoever will, at WORLDLINK INTEGRATION GROUP's request, be returned by VENDOR to WORLDLINK INTEGRATION GROUP or destroyed by VENDOR. Upon WORLDLINK INTEGRATION GROUP's request, such destruction shall be certified in writing by VENDOR, and VENDOR will direct its advisors, agents and representatives to do the same.
5. VENDOR shall not be required to keep confidential Information which (a) was or is independently developed by VENDOR, (b) was or becomes available to VENDOR on a non-confidential basis, (c) was or is disclosed by WORLDLINK INTEGRATION GROUP to any third party on a non-confidential basis, or (d) was or becomes generally available to the public without breach of this Agreement by VENDOR.
6. WORLDLINK INTEGRATION GROUP and VENDOR both agree that without the other party's prior written consent or except as may be required by law, neither party will disclose to any other person the fact that VENDOR has obtained confidential Information from WORLDLINK INTEGRATION GROUP, or that discussions are taking place concerning a possible transaction involving WORLDLINK INTEGRATION GROUP and VENDOR, including the status thereof.
7. VENDOR acknowledges that WORLDLINK INTEGRATION GROUP may be discussing or may in the future discuss a possible similar transaction with our companies which engage in one or more lines of business in which VENDOR engages. VENDOR further acknowledges that, whether or not WORLDLINK INTEGRATION GROUP enters into a transaction with VENDOR, WORLDLINK INTEGRATION GROUP may enter into a similar transaction with such competing companies. VENDOR receipt of Information from WORLDLINK INTEGRATION GROUP shall not be grounds for obstructing any such transaction, provided that each party shall fully comply with the terms of this Agreement.
8. VENDOR acknowledges that WORLDLINK INTEGRATION GROUP reserves the right to make direct payments to any and all of VENDOR'S agents, sub-contractors, employees, vendors or anyone else owed money from VENDOR in relation to any work or services performed for WORLDLINK INTEGRATION GROUP by VENDOR if it is determined by WORLDLINK INTEGRATION GROUP for any reason that VENDOR may

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not be or is not willing to pay such debts owed by VENDOR. This clause can be executed at WORLDBLINK INTEGRATION GROUP'S sole discretion with or without input from VENDOR.

9. The furnishing of Information hereunder shall not obligate either party to enter into any further agreement or discussion with the other or, except as may be expressly provided for herein, to refrain from entering into an agreement or discussion with any other party. Unless and until a definitive agreement between the parties with respect to any transaction related to the subject matter hereof has been executed and delivered, neither of the parties will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression with respect to such a transaction by any of their respective directors, officers, employees, agents or any other representative, or its advisors or representatives thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. The agreement set forth in this paragraph may be modified or waived only by a separate writing by the parties expressly so modifying or waiving such agreement.
10. In the event VENDOR discloses, disseminates or releases any Information received from WORLDBLINK INTEGRATION GROUP, except as expressly provided herein, such disclosure, dissemination or release will be deemed a material breach of this Agreement and WORLDBLINK INTEGRATION GROUP may demand prompt return of all Information previously provided to VENDOR. It is agreed that, in the event of VENDOR'S breach of any of its obligations hereunder, WORLDBLINK INTEGRATION GROUP shall have the right to obtain equitable relief to prevent VENDOR from taking any actions which are prohibited by, or to require VENDOR to comply with the provisions of, this Agreement. The provisions of this paragraph are in addition to any other legal rights or remedies which WORLDBLINK INTEGRATION GROUP may have under federal or state law. Any legal remedies regarding any disputes to this agreement will be resolved in and under the laws bound by the state of California. Any possible legal remedies will be resolved and bound in the state of California, county of Orange. Any and all legal or discovery costs incurred by WORLDBLINK INTEGRATION GROUP during the course of or for the purpose of resolving any such dispute will be the complete financial responsibility of VENDOR.
11. VENDOR (a) constitute the entire Agreement between the parties and supersedes and replaces all prior agreements and representations with respect to the subject matter thereof, (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (c) shall not confer any rights or remedies upon any person or entity not a party hereto and (d) shall be governed by and construed in accordance with the laws of the State of California.
12. VENDOR agrees to fully and completely indemnify WORLDBLINK INTEGRATION GROUP from any and all liability for injury, accident, death, loss of wages, theft or any other

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peril to any persons or property in conjunction with any and all work contracted to VENDOR by WORLDLINK INTEGRATION GROUP verbal, written or otherwise. In addition, VENDOR agrees to and acknowledges that VENDOR has adequately secured any and all applicable insurance or bond required for VENDOR to perform work contracted to VENDOR by WORLDLINK INTEGRATION GROUP. VENDOR agrees to notify WORLDLINK INTEGRATION GROUP in writing prior to performing any potential or contracted work if VENDOR does not have the proper insurance or bond required to perform any such contracted work. In this Instance, is the responsibility of VENDOR to attain prior written approval from WORLDLINK INTEGRATION GROUP prior to commencing any and all work.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first above written.

ACCEPTED BY VENDOR:
By:
(Signature of Authorized Officer)
(Name and Title)
Date:

ACCEPTED BY Worldlink Integration Group, Inc.:
By:
(Signature of Authorized Officer)
(Name and Title)
Date: