

**GLOBAL COMMUNICATORS
CONFIDENTIALITY AGREEMENT**

In connection with the possible establishment of a business relationship (the "Relationship") that you and we are exploring, we will be exchanging certain materials, which include information that is non-public, confidential or proprietary in nature. Such information (whether on electronic or hard copy media), together with all analyses, compilations, studies, reports or other documents prepared by us or our directors, officers, employees, advisers, agents or representatives (collectively, "Representatives") which contain or otherwise reflect such information is, subject to section 4 below, referred to in this Agreement as the "Information".

As a condition to the exchange of this information, we and you agree as follows:

1. **Use of Information.** Subject to section 3, we and you will keep the information strictly confidential and will not disclose the Information in any matter whatsoever, in whole or in part, other than to those Representatives who need to know the Information for the purpose of evaluating and implementing the Relationship. We and you will not use the Information other than for the purpose of evaluating and implementing the Relationship and, in particular, will not use the Information for any operational or other commercial purpose.
2. **Retention of Information.** We and you shall keep a record of all information exchanged. If you and we agree to discontinue any further discussions regarding the possible Relationship, promptly upon a request from either of us, all copies of the Information will be returned or destroyed, without anyone retaining any copies thereof unless we are subject to a legal regulatory requirement to retain a copy of the Information.
3. **Disclosure.** Disclosure of the Information may be made if required by law or by any regulatory or governmental authority to which we or any of our affiliates or the Relationship may be subject, in each case, on prior written notice to determine whether to seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not obtained before the time such disclosure is so required, we will disclose only that portion of the Information which is so required.
4. **Non-Confidential Information.** The term "Information" does not include information that (i.) is or becomes generally available to the public other than as a result of a disclosure by us or any of our Representatives, (ii.) is or becomes available to us on a non-confidential basis from a source other than us, provided that such source is not prohibited by law from transmitting such information, to us or (iii.) is independently developed by us.
5. **Remedies.** We and you agree the monetary damages would not be sufficient to remedy a breach of this Agreement and agree that we and you shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the provisions hereof in addition to any other remedies available at law or in equity. No failure or delay in exercising any right hereunder shall operate a waiver thereof.
6. **Intellectual Property.** No right or licence under any patent application is granted hereunder by implication or otherwise. Use of copyright information, trade secrets, trademarks and other proprietary information in the Information is permitted solely for the purpose of evaluating or implementing the Relationship.
7. **General.** This Agreement constitutes the full agreement between us with respect to the subject matter hereof and no amendments or waiver of any provision of this Agreement shall be binding unless given in writing by the party to be bound thereby.
8. **No Assignment.** This Agreement is personal and non-assignable by either party.
9. **Termination.** This Agreement shall terminate on the earlier of (i.) the date that a definitive contract in respect of the Relationship is entered into by you and us, (ii.) five years after the date of execution of this Agreement, and (iii.) written agreement of the parties.

Please confirm your agreement to the foregoing by signing and returning a copy of the letter.

Global Communicators:

Agreed and Accepted:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date