

Confidentiality Agreement
MUTUAL CONFIDENTIALITY AGREEMENT
VOICE TALENT / EMPLOYEE

THIS AGREEMENT is made effective as of the _____ day of _____, by and between **voiceoverworxx_{TM}**, hereafter referred to as “**vow**”, and _____, hereafter referred to as “**Talent**” (or “**Employee**”). For the purposes of this Contract, “**vow**” will refer not only to **voiceoverworxx_{TM}**, but also to its parent company, **worxxenterprises, inc.**, and all affiliated units.

Each party agrees, in consideration of its receipt of such Confidential Information from the other party, to the following:

“Confidential Information” means any proprietary, confidential and/or trade secret information of **vow** and/or its clients and/or others possessed by **vow** relating to, among other things, products, services, technology, methodologies, specifications, manufacturing or operating methods, know-how, business or marketing plans, or business relationships of either party to this Agreement, or of **vow** clients, current or potential. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskette and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples, or facilities). Tangible objects, materials or media in which Confidential Information is embodied are referred to in this Agreement as “Confidential Materials”.

Confidential Information or Material shall not include information that:

- (a) was in the public domain when disclosed;
- (b) becomes public domain after disclosure, other than as a result of the receiving party’s violation of this Agreement;
- (c) was in the receiving party’s possession when disclosed and was not acquired directly or indirectly from the disclosing party;
- (d) is shown by written evidence to have been developed by the receiving party independently after disclosure without benefit of the Confidential Information; or
- (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the disclosing party.

Each party shall maintain all Confidential Information in trust and secrecy and shall not disclose to any third party or use any Confidential Information for any unauthorized purpose. Each party may use such Confidential Information only to the extent required to accomplish the Project associated with such Confidential Information. Confidential Information shall not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including without limitation the export control laws

of the United States. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

Confidential Information shall not be reproduced in any form except as required to accomplish the appropriate Project. Such Confidential Information and/or Materials shall remain the property of the disclosing party.

Now shall advise its employees and Talent, and Talent shall advise its employees or associates, who might have access to Confidential Information of the nature thereof and agrees that such employees, Talent, and associates shall be bound by the terms of this Agreement. No Confidential Information shall be disclosed to any employee, Talent or associate who does not have a need for such information. The receiving party shall not disclose any Confidential Information to any third party without the disclosing party's express, written consent.

This Agreement shall continue in full force and effect for so long as the parties continue a business relationship. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve either party of the obligations imposed by Paragraphs 3, 4, 5, 9 and 10 of this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions of those Paragraphs shall survive the termination of this Agreement for a period of three (3) years from the date of such termination.

The laws of the State of Arizona shall govern this Agreement.

This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supercedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

The receiving party will notify the disclosing party immediately of any breach of this Agreement of which it becomes aware, and will assist and cooperate with the disclosing party in minimizing the consequences of such breach. If the receiving party is required by order of any court of competent jurisdiction, by any governmental agency, by any applicable law, rule or regulation, or by any applicable stock exchange or stock association rule, to disclose Confidential Information, the receiving party shall notify the disclosing party of the requirement prior to disclosure and as soon as possible, but in no event later than two (2) business days after learning of such requirement, to provide the disclosing party a reasonable opportunity to protect its Confidential Information by protective order or other means.

Each party hereby acknowledge and agrees that in the event of any breach of this Agreement by the other party, including, without limitation, the actual or threatened disclosure or unauthorized use of the disclosing party's Confidential Information without the prior express written consent of the disclosing party, the disclosing party will suffer

an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each party shall be entitled to specific performance of the receiving party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns.

If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon the personal delivery, or sent by certified mail, postage prepaid, three (3) days after the date of mailing.

AGREED TO:

/s/ R. John Conway, Jr.
voiceoverworxx™

AGREED TO:

/s/ Voice Talent or Employee