

WORLDNAMES, INC.
Exhibit C
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made between WORLDNAMES, INC., a Delaware Corporation ("WN"), and _____ ("COMPANY") and entered into this _____ day of _____, 20_____.

In consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other, the parties hereto agree as follows:

1. Confidential Information and Materials

- a. "Confidential Information" means nonpublic information that the party disclosing the information (the "Disclosing Party") designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased Disclosing Party software or hardware products, data, information, databases, protocols, reference implementations and documentation, functional and interface specifications, the marketing or promotion of any Disclosing Party product, Disclosing Partys business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to a party (the "Receiving Party") by any Disclosing Party Subsidiary and/or agents is covered by this Agreement.
- b. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Partys breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Partys disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- c. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- a. Receiving Party shall not disclose any Confidential Information to third parties for five (5) years following the date of its disclosure by Disclosing Party to Receiving Party, except to Receiving Partys consultants and employees as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- b. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information,

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to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Partys employees or consultants on a need-to-know basis, and only after Receiving Party will have obtained appropriate executed agreements with such employees and consultants binding such parties to the substantive provisions of this Agreement.

- c. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Partys business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent co-mingling.
- d. Receiving Party may not reverse engineer, de-compile or disassemble any confidential software disclosed to Receiving Party, nor may receiving party prepare any derivative works of any sort based on the confidential information.
- e. The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes whatsoever.
- f. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other NSI proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.
- g. The receiving party agrees not to prepare any derivative works based on the Confidential Information.
- h. The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

3. Rights and Remedies

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.
- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials at Disclosing Partys request, or, at Disclosing Partys option, certify destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, as such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

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- d. Disclosing Party may visit Receiving Partys premises, with reasonable prior notice and during normal business hours, to review Receiving Partys compliance with the terms of this Agreement.

4. Miscellaneous

- a. All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b. If either party provides pre-release software as Confidential Information or Confidential Materials under this Agreement, such pre-release software is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever relating to Receiving Partys use of such pre-release software.
- c. Both parties agree that they do not intend nor will they, directly or indirectly, export or re-export (i) any Confidential Information or Materials or (ii) any product (or any part thereof), process, or service that is the direct product of the Confidential Information or Materials (A) to any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Iran, Iraq, Syria, Cuba, North Korea, Libya and Sudan), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (B) to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (C) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government.
- d. The terms of confidentiality under this Agreement shall not be construed to limit either partys right to independently develop or acquire products without use of the other partys Confidential Information.
- e. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees. This agreement shall be construed and controlled by the laws of New York. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested.
- g. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

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- i. All obligations created by this Agreement shall survive change or termination of the parties business relationship.
- j. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.
- k. The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

5. Suggestions and Feedback

Either party may from time to time provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "Feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement and except where the Feedback itself contains Confidential Information, create any confidentiality obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any Feedback without the Disclosing Party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of the other party.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

COMPANY: _____

Address: _____

Voice Phone _____

Fax Phone _____

By (signature): _____

Name: _____

Title: _____

Email Address _____

Date: _____

Fax #: _____

Email: _____

AND

WorldNames, Inc.

By (signature): _____

Name: J. William Semich

Title: President and CEO

Date:

WorldNames Contact #: +1 508 359 5600 ext. 110