

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of _____, between Trendsetters W@H Customer Care ("Company") and _____ ("CSP").

WHEREAS, CSP has been or will be assigned by Company to provide CSR Services under the terms of a Statement of Work ("SOW") executed by and between Arise Virtual Solutions Inc. ("Arise") and Company.

WHEREAS, Company and CSP (collectively referred to as the "parties" and individually referred to as a "party") desire to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below).

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. "Confidential Information" means all information, materials, documentation and data furnished and disclosed by Company, Arise or any third party client that receives customer care solutions through Arise pursuant to the terms of an agreement between such client and Arise (an "Arise Client" or "Client") to CSP, whether in oral, written, graphic or machine-readable form, including but not limited to, products and services, intellectual property, distribution channels, strategic alliances, marketing plans, software codes, designs, procedures, processing flowcharts, configurations, formulas, discoveries, inventions, improvements, concepts, ideas, customer lists, business plans, contacts and other business and technical information, except for such information and data as the parties agree in writing is not proprietary or confidential. Confidential Information shall also include information and materials in Company's possession, custody or control for any other person or entity that Company is obligated to treat as confidential or proprietary. Confidential Information shall also include credit/debit card numbers and other credit/debit card data of any person who provides such information to Company or any CSP, in connection with the provision of CSR Services. Confidential Information shall also include all information specific to any Arise Client's business processes, systems, and information about such Client's customers including but not limited to, information such as a Client customer's first name or initial and last name in combination with any potentially sensitive personally identifiable information such as the customer's (1) social security number, (2) driver's license number, (3) credit card number, (4) bank account number, (5) credit report information, (6) family members, (7) password or account code or (8) any other information Client's customer deems to be proprietary. The term "affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

2. CSP agrees to hold in confidence and not disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Confidential Information, or any portion thereof, without the prior written permission of the Company.

3. CSP shall use the Confidential Information received or otherwise obtained solely for the purpose of providing the CSR Services. Such Confidential Information shall not be used for any other personal or commercial purpose by the CSP, or otherwise in any manner detrimental to Company, Arise or any Arise Client or their businesses.

4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

- (a) Was publicly available at the time received by CSP;
- (b) Becomes publicly available through no fault of CSP subsequent to the time received by CSP; or
- (c) Is identified by Company, Arise or any Arise Client, as applicable, as no longer proprietary or confidential.

5. In the event CSP is required by law, regulation or court order to disclose any Confidential Information, CSP will promptly notify Company in writing prior to making any such disclosure in order to facilitate Company seeking a protective order or other appropriate remedy from the proper authority. CSP agrees to cooperate with Company in seeking such order or other remedy. CSP further agrees that if Company is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information, which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. All Confidential Information disclosed under this Agreement (including information in computer software held in electronic storage media) shall be and remain the property of the Company, Arise or the Arise Client, as applicable. All such information in tangible form shall be destroyed or returned to the Company promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by CSP. All Confidential Information in any computer memory or data storage apparatus shall be erased or destroyed.

7. This Agreement shall become effective as of the date first written above and shall automatically expire upon the termination of CSP's employment or association with Company. Notwithstanding the termination of this Agreement for any reason whatsoever, all of the CSP's non-disclosure obligations pursuant to this Agreement (and the Company's rights and remedies with respect thereto) shall survive with respect to any Confidential Information received prior to such expiration or termination.

8. The CSP acknowledges that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to the Company for which monetary damages alone would not be an adequate remedy. Therefore, the CSP agrees that in the event of a breach or threatened breach of confidentiality, the Company shall be entitled to specific performance and injunctive relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

9. Company and CSP agree that Arise and any Arise Client, as described in the SOW, are third party beneficiaries of this Agreement and that Arise or any Arise Client shall have the right to the remedies and to take any of the actions described in Section 8 herein above, against CSP to enforce the terms of this Agreement.

10. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11. This Agreement: (a) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior agreements with respect to further disclosures concerning such subject matter; and (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties.

12. If any action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorney's fees, costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appellate, and bankruptcy proceedings), incurred in that action, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

13. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

14. Any third party who supplied Confidential Information to the Company shall be deemed to be a third party beneficiary of this Agreement in the event of any breach of this Agreement by CSP with respect to such Confidential Information.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.***

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative.

COMPANY:

Trendsetters W@H Customer Care***

Deborah J Owens

Print Name: Deborah J Owens
Title: OWNER/CEO

CLIENT SUPPORT PROFESSIONAL:

Print Name:

***Company acknowledges and agrees that the signature on this document shall serve as the counterpart signature to any other Non-Disclosure Agreement executed by a Client Support Professional affiliated with Company.