Channel: {{Channel}}

# NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the “**Agreement**”) is dated as of {{Effective\_Date}} between Citizens Telecom Services Company L.L.C d/b/a Frontier Communications Corporation, a Delaware corporation on behalf of itselfand its affiliates(“**Frontier**”) and {{Legal\_Name}}, a {{StateCompanyFormed}} {{Entity\_Type}} having an office and principal place of business at {{LegalStreet}}, {{LegalCity}}, {{LegalState}} {{LegalPostalCode}} **(**“**Company**”). Frontier and Company sometimes are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

# RECITALS

Frontier and Company may disclose valuable proprietary information to each other relating to their respective operations and businesses only for the purpose of evaluating a business relationship regarding a marketing and sales program (the “**Project**”). For purposes of this Agreement, the Party disclosing confidential information hereunder is hereinafter referred to as the “**Disclosing Party**” and the Party receiving confidential information hereunder is hereafter referred to as the “**Receiving Party**”. In addition, other persons and entities, such as affiliates of a Party, may (at the request of a Party) disclose valuable proprietary information to the other Party with respect to the Project.

Frontier and Company would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such information.

# AGREEMENT

Frontier and Company hereby agree as follows:

1. Confidential Information.As used in this Agreement, “**Confidential Information**”means information not generallyknown to the public, whether of a technical,business or other nature that relates to the Project stated above or that, although not related to such Project, is nevertheless disclosed as a result of the Parties’ discussions in that regard, and that should reasonably have been understood by the Receiving Party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the Disclosing Party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. For purposes of this Agreement, “Disclosing Party” includes affiliates of a Party who disclose Confidential Information to the Receiving Party regarding the Project.

1. Use of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, shall not disclose the Disclosing Party’s Confidential Information to anyone without the Disclosing Party’s prior written consent. The Receiving Party shall not use, or permit others to use, Confidential Information for any purpose other than that as specifically set forth herein regarding the Project. The Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party shall not reverse engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.
2. Exceptions.The provisions of Section 2 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party without confidentiality restrictions at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction; (iv ) can be shown by documentation to have been independently developed by the Receiving Party without reference to any

Confidential Information; or (v) is identified by the Disclosing Party as no longer proprietary or confidential.

1. Receiving Party Personnel.The Receiving Party shall restrict the possession,knowledge, development and use of Confidential Information to its employees, agents, contractors, subcontractors and entities controlled by it (collectively, “**Personnel**”) who have a need to know Confidential Information in connection with the Project. The Receiving Party’s Personnel shall have access only to the Confidential Information they need for such purposes. The Receiving Party shall ensure that its Personnel comply with this Agreement.

1. Disclosures to Governmental Entities**.** If, in the opinion of its counsel, the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party shall give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall disclose only such information as is required, in the opinion of its counsel, and shall exercise all reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

1. Ownership of Confidential Information.All Confidential Informationdisclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential Information or other information.

1. No Warranty or Obligation to Proceed.No warranties of any kind are given by either Party with respect to the accuracy, appropriateness or completeness of information provided to the other. The Parties agree that, unless and until a definitive written agreement with respect to any transaction relating to disclosures under this Agreement is completed, neither Party shall be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any of their respective directors, officers, employees, agents, representatives or advisors thereof, except, in the case of this Agreement, for the matters specifically agreed to herein.

1. Return of Confidential Information.The Receiving Party promptly shall returnor destroy upon request, and verify in writing the completeness of the Confidential Information returned or the destruction of, all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) upon the earlier of (i) the completion or termination of the dealings between the Disclosing Party and the Receiving Party, and (ii) the Disclosing Party’s written request. Nothing herein is intended to require the return or destruction of any product or supporting documentation, whether or not constituting Confidential Information hereunder, acquired or obtained pursuant to a definitive agreement between the Parties.

1. Export Control.The Receiving Party acknowledges that the ConfidentialInformation governed by this Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Confidential Information or products incorporating the Confidential Information must be authorized under those laws and regulations. The Receiving Party agrees that it shall not use, distribute, transfer or transmit directly or indirectly the Confidential Information or any immediate product (including processes and services) produced directly by the use of such Confidential Information, except in compliance with U.S. export laws and regulations.

1. Independent Development. The Disclosing Party acknowledges that theReceiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

1. Injunctive Relief.The Receiving Party acknowledges that ConfidentialInformation is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party may be entitled to specific performance and injunctive or other equitable 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.

1. Limited Relationship.This Agreement shall not create a joint venture,partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.

1. Cumulative Obligations.Each Party’s obligations hereunder are in addition to,and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law.

1. Entire Agreement; Amendment.This Agreement constitutes the entireagreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties.

1. Scope; Termination**.** This Agreement shall become effective as of the date firstwritten above and shall automatically terminate at the end of three (3) years thereafter or upon the completion or termination of the Parties evaluation or pursuit of the Project, whichever is earlier. Notwithstanding such expiration or termination, all of Receiving Party’s nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

1. Nonwaiver.Any failure by either Party to enforce the other Party’s strictperformance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

1. Non-Public Information.The Parties acknowledge that they are aware, and that they will advise their Personnel, that the securities laws of the United States prohibit any person who has received non-public information regarding the matters that are the subject of this Agreement from purchasing or selling securities of Frontier or Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell the securities of Frontier or Company.

1. Assignment/Transfer.This Agreement is not assignable or transferable byeither Party without the prior written consent of the other Party; provided, however, that the Parties may disclose Confidential Information to other persons as set forth in this Agreement.

1. Governing Law.This Agreement shall be governed by internal laws of theState of New York without regard to its choice of law provisions.
2. Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

1. Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature. This Agreement may be executed in any number of counterparts(including an executed fax), each of which will be an original, but such counterparts will together constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date firstwritten above.

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| --- | --- | --- |
| **ACCEPTED BY FRONTIER** |  | **ACCEPTED BY COMPANY** |
| ****CITIZENS TELECOM SERVICES COMPANY L.L.C. d/b/a FRONTIER COMMUNICATIONS**** | ****{{Legal\_Name}}**** |
| **Signature:**  **{{Signer2Signature}}** | **Signature:**  **{{Signer1Signature}}** |
| **Printed Name: {{Signer2FullName}}** | **Printed Name: {{Signer1FullName}}** |
| **Title: {{Signer2Title}}** | **Title: {{Signer1Title}}** |
| **Date: {{Signer2Date}}** | **Date: {{Signer1Date}}** |