



8085 S Chester St. Suite 270 Centennial, CO 80122
telephone 303 299 9329 fax 303 299 9309

Westfax, Inc. ("Westfax") is in the business of providing telecommunication services including fax broadcasting and voice services.

Below the term "Company" shall refer to:

Non-Disclosure

All documents and data (e.g. lists) provided to WestFax by Company will remain the sole property of Company. WestFax will use the documents and data provided by Company to process the Company's Order(s) and to perform the services requested by the Customer in accordance with the Terms and Conditions of such services. WestFax will not use the Company's documents and data provided to it for any other purpose.

See www.westfax.com/termsconditions.aspx as amended and updated.

The Company's documents and data are provided and subsequently accessed by a Customer using a secure user name and password. The Company may obtain the return of the documents and data provided by accessing its account or by written request to Westfax.

"Confidential Information" shall include, but not be limited to, the Customer's (or its clients) financial, business and/or accounting records, plans, and/or forecasts; any confidential and/or proprietary information of any third party, including, without limitation, personally-identifiable information ("PII"); employee records; non-public information on products or service lines. The term "Confidential Information" shall not include information that: (i) was rightfully in the possession of Westfax, without obligation of secrecy, prior to the date of disclosure of such Confidential Information; (ii) was publicly known on or prior to the date of disclosure; (iii) becomes publicly known, except by a breach of this Agreement; (iv) is subsequently disclosed by a third party who after reasonable inquiry did not receive it under any obligation of confidentiality; or (v) is developed independent of the disclosures made.

Protected Health Information under HIPAA is governed by the Westfax HIPAA Statement at www.westfax.com/documents/hippa_statement.pdf.

Westfax will not disclose Confidential Information to any third party without the prior written consent of the Company. Westfax is permitted to disclose Confidential Information pursuant to statutory or governmental regulations or requirements and/or subpoenas or other legal process as set forth in the Terms and Conditions.

Except to process and perform the services hereunder, Westfax will not use the name(s), trademarks, trade names, service marks, and other marks of the Company (or its clients).

In the event of a breach, the Company may suffer irreparable injury and damage, without an adequate remedy at law and shall be entitled to specific performance and injunctive relief (both temporary and permanent) without the posting of a bond and without objection.

Barry Clark
President

Date _____