

Non-Disclosure Agreement

By my signature on the offer of conditional employment to which this Addendum A is attached, as well as my signature below, I acknowledge and agree to the following in consideration for my new employment and related compensation by Frontier Communications or one of its subsidiaries, affiliates or divisions (collectively, "Frontier"):

1. **Non-Disclosure.** I understand that during my employment with Frontier (including, for purposes of this Agreement, any predecessor companies or business units that have been acquired by Frontier), I will have access to Proprietary Information (as defined in Paragraph 3 below) and Frontier Materials (as defined in Paragraph 2 below). I agree to hold all Proprietary Information and Frontier Materials in strict confidence and in compliance with Frontier's corporate policies. I will not take, use, copy, disclose, publish, provide access to or summarize any Proprietary Information or Frontier Materials except to the extent necessary to carry out my duties and responsibilities as an employee of Frontier. I also agree that I will not use any confidential information of any prior employer in connection with performing my duties at Frontier.

2. **Frontier Materials.** All files, records, proposals, specifications or other documents, and all computer software, software applications, files, databases and the like relating to Frontier's business or which contain Proprietary Information, whether prepared by me or otherwise coming into my possession ("Frontier Materials"), shall remain the exclusive property and intellectual property of Frontier. Upon the termination of my employment for any reason, or upon the request of Frontier if sooner, I will promptly deliver to Frontier all originals and copies of Frontier Materials in my possession, custody or control (wherever located, including my home or laptop computer), and shall not retain any copies of the Frontier Materials in any form or medium whatsoever.

3. **Proprietary Information Definition.** For the purposes of this Agreement, the term "Proprietary Information" shall include all trade secrets, know-how and other information in any form or medium that relates to the past, current or future business of Frontier or its subsidiaries, affiliates or divisions (or is given to Frontier in confidence by a third party) and is not generally available to the public or generally known in the industries in which Frontier does business or may become engaged, including, without limitation, any formulas, devices, inventions, methods, techniques or processes, compilations of information, records and specifications and any other information of Frontier relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business methods, strategies, financial condition, transactions, government and regulatory activities and approvals, plans, personnel information and capabilities, policies or prospects. "Proprietary Information" shall not include any portions of the foregoing that I can demonstrate by sufficient evidence are (i) made legitimately available to me by a third party without breach of any obligation of confidence to any person or (ii) required by law to be disclosed by me, *provided that* I must give Frontier prompt written notice of any such requirement, disclose no more information than is so required, and cooperate fully with all efforts by Frontier to obtain a protective order or similar confidentiality treatment for such information.

4. **Agreement Applicable to Information Acquired Businesses.** For the avoidance of doubt, I acknowledge that if I was employed by a predecessor company or business unit of Frontier (i.e., a company or business unit that was subsequently acquired by Frontier), my representations, warranties, obligations and undertakings under this Agreement shall apply as if such predecessor company or business unit (including any predecessors thereof) had at all times been a part of Frontier.

5. **Interpretation and Enforcement.** I agree that the provisions of this Agreement are reasonable. If a court determines, however, that any provision of this Agreement is unreasonable, then the parties hereto agree that the provisions of this Agreement should be interpreted and enforced to the maximum extent which such court deems reasonable. If any provision of this Agreement is otherwise inoperative or unenforceable for any reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision of this Agreement inoperative or unenforceable to any extent whatsoever.

6. **Successors and Assigns.** This Agreement shall be binding upon me and my heirs and legal representatives and my permitted assigns. I understand and agree that I cannot assign my obligations and undertakings under this Agreement to any other person or entity under any circumstances whatsoever, without the prior consent of Frontier, but that Frontier may assign this Agreement to any subsidiary, affiliate or successor.

7. **At-Will Employment; No Termination.** I understand that this Agreement does not constitute a contract of employment for any specific term and that Frontier or I may terminate my employment at any time, for any or no reason, unless (i) a specific term of employment has been agreed to in a separate, written agreement signed by an authorized officer of Frontier or (ii) the terms and conditions of my employment are governed by a valid collective bargaining agreement. I acknowledge and agree that I may not terminate this Agreement for any reason, and that my obligations and undertakings under this Agreement will continue to apply regardless of whether I transfer at some time from one subsidiary, division or affiliate of Frontier to another, and even after my employment with Frontier ends for any reason.

8. **Applicable Law.** This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the state of Connecticut applicable to contracts executed in and to be fully performed in such state, or any other state law as applicable by the circumstances.

By my signature below, I acknowledge that I have read and understand this Non-Disclosure Agreement and that I voluntarily accept its terms. I understand and agree that an electronic or digital signature is equivalent to a handwritten signature.

Kenneth W. Arndt

Date