



Agreement for Exchange of Confidential Information

This Agreement for Exchange of Confidential Information (the "Agreement") is made as of _____ (the "Effective Date") by and between eScholar LLC ("eScholar") and _____. The parties' mutual objective under this Agreement is to provide protection for confidential information while maintaining their ability to conduct their respective business activities. Each party agrees that the following terms apply when one of the parties ("Discloser") discloses confidential information to the other ("Recipient").

1. Disclosure

Confidential Information, as defined below, will be disclosed either:

- a) in writing;
- b) by delivery of items;
- c) by initiation of access to Confidential Information, such as may be in a data base
- d) by oral or visual presentation or
- e) during a telephone call or other conversation.

Confidential Information means nonpublic information that the Discloser designates as being confidential and information that under the circumstances surrounding disclosure the Recipient should reasonably know should be treated as confidential. Without limiting the foregoing, Confidential Information includes source code, business methods and processes, business strategies and pricing models, and data managed or owned by Discloser.

2. Obligations

The Recipient agrees:

- a) not to disclose the Confidential Information of the Discloser to any third party, except as permitted under this Agreement
 - b) to use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
 - c) to use the Discloser's Confidential Information only for the purpose for which it was disclosed.
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The Recipient may disclose Confidential Information to:

- d) employees of Recipient who have a need to know; and
- e) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Confidential Information in accordance with this Agreement.

The Recipient may disclose Confidential Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

The restrictions concerning the use of Confidential Information disclosed under this Agreement will be subject to this Agreement for ten years following the initial date of disclosure.

4. Exceptions to Obligations

Confidential Information does not include information that is:

- a) already in the possession of the Recipient at the time of disclosure without obligation of confidentiality;
- b) developed independently by the Recipient without reference to Confidential Information of the Discloser;
- c) obtained from a source other than the Discloser without obligation of confidentiality; publicly available when received, or subsequently becomes publicly available through no fault of the Recipient.

5. Disclaimers

THE DISCLOSER PROVIDES CONFIDENTIAL INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Confidential Information disclosed under this Agreement.



Neither this Agreement nor any disclosure of Confidential Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either party to disclose or to receive Confidential Information.

Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party. Any attempt to do so is void.

The receipt of Confidential Information under this Agreement will not in any way limit the Recipient from:

- a) providing to others products or services which may be competitive with products or services of the Discloser;
- b) providing products or services to others who compete with the Discloser.

In the event that the Recipient provides products or services that are competitive with products or services of the Discloser or provides products or services to others who compete with the Discloser, the Recipient will not use the Confidential Information of the Discloser in performing such activities. Recipient will comply with all applicable export and import laws and regulations. Only a written agreement signed by both parties can modify this Agreement.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

This Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information by the parties, and supersedes any prior oral or written communications regarding these disclosures. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.



Agreed to:

ESCHOLAR LLC

Agreed to:

By: _____

Authorized Signature

By: _____

Authorized Signature

Name (type or print):

___ Wolf Boehme _____

Name (type or print):

Title (type or print):

___ President _____

Title (type or print):

Date: _____

Agreement number: _____

Date: _____

Agreement number: _____

Address ___ 222 Bloomingdale Road _____

___ White Plains, NY 10605 _____

Address: _____
