

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the “**Agreement**”) is made and entered into as of **DATE, YEAR**, by and between **NAME-OR-COMPANY**, an **INDIVIDUAL/CORPORATION** headquartered at **ADDRESS** (the “**Recipient**”), and Publication Academy LLC, a Delaware-incorporated Limited Liability Corporation headquartered at 9888 Windy Hollow Road, Great Falls, VA 22066 (the “**Company**”).

**WHEREAS**, the Company is desirous of disclosing and the Recipient is desirous certain Confidential Information from the Company in connection with providing services to the Company as a potential vendor or a consultant.

**WHEREAS**, the Company will disclose to the Recipient certain Confidential Information.

**NOW THEREFORE**, the parties mutually agree to the following:

1. For the purpose of this Agreement, “**Confidential Information**” shall mean any information or materials in oral, written, pictorial, graphic or maintained or transferred in any other media, which may hereafter be disclosed by the Company to the Recipient, relating to and including without limitation plans, curricula, outlines, syllabi, designs, costs, prices, names, financial statements, marketing plans, product information, product development plans, business opportunities, business partners, forecasts, orders, personnel, customer information, research, development, inventions, know-how, technology, processes, techniques, methods, formulas, drawings, data, test results, specifications, computer software and third party confidential information or information learned by Recipient from the Company or through inspection of the Company’s property or the Company’s products, services, or operations.
2. Subject to Section 3 hereof, Recipient agrees to hold in confidence and not to reveal, report, publish, disclose or transfer, directly or indirectly, any of the Confidential Information of the Company to any third party or use any of the Company’s Confidential Information for any purpose at any time except as necessary to provide services to the Company as a potential vendor or a consultant. The Recipient shall protect the Company’s Confidential Information from disclosure utilizing, at minimum, the same degree of care normally used to protect its own proprietary and/or confidential information within its own organization, but not less than a reasonable degree of care at all times. All Confidential Information shall remain the sole property of the Company. Upon the request of the Company, Recipient will promptly return to the Company all Confidential Information (in any media), including any copies as well as all materials (in any media) which contain or embody Confidential Information, and, with respect to abstracts or summaries of Confidential Information that Recipient may have made, Recipient will destroy such abstracts or summaries and will provide a written declaration from an authorized officer certifying that it has done so.
3. Recipient shall be responsible for the conduct of its directors, officers, subsidiaries, affiliates, employees and representatives regarding the confidentiality and use of the Confidential Information. The Recipient shall only disclose the Confidential Information to employees, investors, and representatives that are bound by confidentiality obligations that are at least as restrictive as the terms of this Agreement.
4. Due to the unique confidential, proprietary, unique and valuable nature of the Confidential Information, Recipient acknowledges and agrees that in the event Recipient fails to comply with its obligations hereunder, that monetary damages may be inadequate to compensate the Company. Accordingly, Recipient agrees that the Company shall, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of Sections 2 and 3 of this Agreement.

5. This Agreement shall commence on the date indicated above (the “Effective Date”) and shall remain in effect until either party gives a written notice of termination to the other party, however, that notwithstanding any termination or expiration of this Agreement, Recipient’s obligations as to any disclosure made hereunder shall survive for a period of three years after the disclosure is made.
6. Notwithstanding anything herein to the contrary, Confidential Information shall not include any information which (a) at the time of its disclosure or thereafter is generally available to and known to the public other than as a result of a disclosure by the Recipient or its representatives in breach of this Agreement (b) was or becomes available to the Recipient, on a non-confidential basis from a source other than the Company, (c) is shown by written dated records (or any other documentary media) to have been independently acquired or developed by Recipient without breaching this Agreement, (d) is shown by written dated records (or any other documentary media) to have been lawfully in the possession of the Recipient prior to disclosure by the Company, or (e) if Recipient is compelled by court pursuant to applicable law to disclose such information, provided, that Recipient gives the Company prompt notice thereof so that the Company may seek a protective order or other appropriate remedy.
7. During the Agreement’s term and for a period of five (5) years after its termination, the Recipient (an any entity or person under the Recipient’s common control) shall not: (i) directly or indirectly solicit or refer any of the Company’s employees for employment with any other person or business entity or (ii) directly or indirectly solicit any of the Company’s customers or contractors for provision of Executive Bulletin services, in-person or web-based trainings, or Software similar to those offered or being developed by the Company.
8. This Agreement shall be binding upon and inure to the benefit of the parties, their subsidiaries, and their respective successors. No assignment or modification of this Agreement may be made by any party without the prior written consent of the other party, which consent may be granted or denied in such other party’s sole discretion. This Agreement shall not create any obligation on any party hereof to enter into any agreement between the Company and the Recipient or any other agreement or to negotiate or discuss any of the foregoing.
9. (a) The obligations of the parties under this Agreement shall be governed and construed by the laws of the State of Virginia. (b) This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings regarding the subject matter hereof, whether oral or written. (c) Failure to exercise or delay in exercising any remedy hereunder shall not be deemed a waiver thereof. (d) Each party represents that this Agreement is being signed by a duly authorized officer. (e) The competent courts of the State of Virginia shall have exclusive jurisdiction over any dispute that may arise relating to this Agreement.

In witness whereof the undersigned have executed this Agreement as of the date written above.

PUBLICATION ACADEMY, LLC

By: \_\_\_\_\_

Name: Jay P. Singh, PhD

Title: Founder & CEO

[NAME-OR-COMPANY]

By: \_\_\_\_\_

Name:

Title: