

## CONFIDENTIAL BILATERAL DISCLOSURE AGREEMENT

Effective Date: \_\_\_\_\_, ALLEGRA  
Learning Solutions, LLC

(“ALLEGRA”), and \_\_\_\_\_ (“Party”), agree that the Information disclosed under this Agreement (“Information”) includes the following:

- The general and specific commercial plans, concepts, designs, drawings, and information involved in the development of educational content, study guides, and course development in any form, including written or electronic versions
- General and specific business information about ALLEGRA Learning Solutions, LLC

The permitted use of Information is to:

1. This Agreement covers only Information that is disclosed between the Effective Date and twelve (12) months thereafter. Each party’s obligations regarding Information expire one year after the date of disclosure. Information shall be used solely as permitted above, and neither party shall copy, modify, or tamper with the Information in any way nor separate out any concept, part or parts from the whole of the Information, nor permit the whole part of the Information to be combined with or incorporated in any other design, service, or software. The receiving party shall return Information upon written request by the disclosing party.
2. Each party shall be obligated to protect only Information: (a) disclosed in tangible form clearly labeled as confidential or proprietary at the time of disclosure; or (b) disclosed in non-tangible form, identified as confidential or proprietary at the time of disclosure, and summarized in writing, designated as confidential or proprietary, and delivered to the other party within thirty (30) days after disclosure.
3. This Agreement imposes no obligation upon the receiving party with respect to information which: (a) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without breach of this Agreement; (c) is obtained by the receiving party from a third party, without an

obligation to keep such information confidential; or (d) is independently developed by the receiving party without use of Information.

4. Disclosure of the other party's Information is not prohibited if prior notice is given to the other party and such disclosure is: (a) compelled pursuant to a legal proceeding or (b) otherwise required by law. Information is delivered "AS IS," and all representations, warranties, and/or conditions express or implied, including any implied warranty and/or condition of fitness for a particular purpose, merchantability, and non-infringement, are hereby disclaimed. Neither party has an obligation to sell or purchase any item from the other party. Neither party shall be liable for any special, incidental, consequential or punitive damages by reason of an alleged breach of this Agreement based on any theory of liability. Nothing in this Agreement shall be construed as a representation that the receiving party will not develop or acquire information that is the same as or similar to Information providing that the receiving party does not do so in breach of this Agreement. The receiving party agrees that any breach of this Agreement will result in irreparable harm to the disclosing party for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, the disclosing party shall be entitled to equitable relief, including injunction, in the event of such breach. The receiving party does not acquire any rights in Information, except the limited right to use Information as described above.
  
5. This Agreement constitutes the entire agreement between the parties concerning its subject matter. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. The parties agree to comply strictly with all applicable export control laws and regulations. Any action related to this Agreement will be governed by United States law.

BY:

BY:

NAME:

NAME:

POSITION:

POSITION:

DATE:

DATE: