

Accelerated Instructional Media, Inc.



Learning starts with the first conversation.™

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this ____ day of _____, by _____, a Temp ("Vendor") in consideration of the retention, from time to time, of Vendor by one or more of Accelerated Instructional Media, Inc. and its affiliates (whether one or more, referred to as "AIM") to provide _____ or similar services ("Vendor's Services") to or on behalf of AIM.

1. Vendor agrees that all information provided by, or on behalf of AIM to Vendor, including but not limited to names, addresses, telephone numbers, account numbers, customer lists, demographic, financial and transaction information, and business plans and strategies ("AIM Information"), shall be deemed confidential and proprietary to AIM.

2. Vendor shall not disclose the AIM Information to any third party, including any affiliate or subcontractor of Vendor, without the prior, written consent of AIM and the written agreement of such third party to be bound by this Agreement. Any permitted third party disclosure shall be strictly limited to such AIM Information as is required to be disclosed in order for Vendor to perform Vendor's Services. Vendor agrees that Vendor shall restrict access within its own business entities to those officers, directors, employees or agents ("Representatives") who have a legitimate "need to know" the AIM Information and for the sole purpose of the performance of Vendor's Services for AIM. Vendor shall not duplicate or incorporate the AIM Information into its own records or databases. Vendor shall be responsible for all breaches of this Agreement by its Representatives.

3. Vendor shall not use the AIM Information for any purpose except as required in order to perform Vendor Services or for the benefit of any party other than AIM Inc..

4. Unless otherwise prohibited by law, Vendor shall (i) immediately notify AIM of any legal process served on Vendor for the purpose of obtaining AIM Information and (ii) cooperate with and permit AIM adequate time to exercise its legal options to prohibit or limit disclosure.

5. Vendor shall establish and maintain policies and procedures designed to:

- a. Ensure the security and confidentiality of the AIM Information;
- b. Protect against any anticipated threats or hazards to the security or integrity of the AIM Information; and
- c. Protect against unauthorized access to or use of such information that could result in

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substantial harm or inconvenience to either the AIM or any of its customers.

6. Not later than the earlier of thirty (30) days following termination of this Agreement or thirty days following the completion of a project for which the AIM Information has been provided, Vendor shall, at the AIM's discretion, either (i) return the AIM Information to AIM or (ii) certify in writing to the AIM that such AIM Information has been destroyed. In the event that the AIM Information is destroyed by Vendor, such destruction shall include taking reasonable measures to protect against unauthorized access to, or use of, the AIM Information in connection with such destruction, and shall be completed in a manner consistent with the Interagency Guidelines Establishing Information Security Standards adopted by the Federal Reserve Board, the Federal Deposit Insurance Corporation and the Office of the Comptroller of the Currency, as they may be amended from time to time.

7. Vendor shall notify AIM promptly upon the discovery of the loss, unauthorized disclosure or unauthorized use of AIM Information and shall cooperate with AIM in any investigation or remedial action AIM Inc. may deem necessary to address such disclosure. In addition, Vendor shall indemnify, defend and hold harmless AIM from and against any and all losses, claims, damages, expenses or liabilities to which AIM may become subject by reason of Vendor's breach of this Agreement. Vendor shall have the right to assume the defense and settlement of any claim or suit for which Vendor may be responsible for indemnification* under this Section with counsel reasonably satisfactory to AIM. AIM may participate in any such defense or settlement, but Vendor shall not be liable to AIM for any legal or other expenses incurred by AIM in connection with the defense thereof; provided, however, that (x) if Vendor fails to take reasonable steps necessary to defend in good faith the action or proceeding within ten Business Days after receiving notice from AIM that AIM believes it has failed to do so; or (y) if AIM is a defendant in any action or proceeding which is also brought against Vendor and shall have reasonably concluded, based on the advice of counsel, that there may be one or more legal defenses available to AIM that are not available to Vendor; or (z) if representation of both parties by the same counsel is impermissible under applicable standards of professional conduct, then, in any such case, AIM shall have the right to assume or continue its own defense as set forth above (but with no more than one firm of counsel in each jurisdiction) and Vendor shall be liable for any reasonable expenses therefor. Vendor shall not, without the written consent of AIM, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any action or claim in respect of which indemnification* or contribution may be sought hereunder unless such settlement, compromise or judgment (a) includes an unconditional release of AIM from all liability arising out of such action or claim, and (b) does not include a statement as to or an admission of fault, culpability or a failure to act, by AIM.

8. Vendor shall permit AIM to audit Vendor's compliance with the provisions of this Agreement at any time during Vendor's regular business hours. Upon request of AIM, from time to time, Vendor shall provide to AIM copies of any internally or externally conducted audits, tests or other evaluations of Vendor's information security program.

9. Vendor acknowledges that unauthorized use or disclosure of the AIM Information may result in immediate and irreparable injury to AIM for which monetary damages may not be adequate. Therefore, In the event Vendor or any Representative uses or discloses or, in AIM's sole opinion, is likely to use or disclose, the AIM Information in breach of Vendor's obligations under this Agreement, in addition to any rights or remedies AIM may have at law or in equity, AIM shall be entitled to equitable relief*, including temporary and permanent injunctive relief* and specific performance. AIM shall also be entitled to the recovery of any pecuniary gain realized by Vendor from the unauthorized use or disclosure of AIM Information.

10. The provisions of this Agreement shall survive any termination of this Agreement. This Confidentiality Agreement [and the agreement to which it is attached] states the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous discussions or agreements with respect thereto [or any conflicting provisions in the agreement to which it is attached]¹.

IN WITNESS WHEREOF, the Vendor has caused this Confidentiality Agreement to be duly executed as of the day and year first above written.

By:

By:

¹ Bracketed language will need to be used when this agreement is attached as a supplement/exhibit to another agreement. When this agreement is used as a stand-alone agreement, the bracketed language should be removed.