

CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the latter of the two signature dates executed below ("Effective Date") by and between _____, with a principal address of _____ ("Discloser"), and **Consumer Electronics Association**, a Commonwealth of Virginia trade association having a principal place of business at 1919 South Eads Street, Arlington, VA 22202 ("CEA").

1. Confidential Information. "Confidential Information" as used in this Agreement shall mean information disclosed by Discloser to CEA in regards to **i-stage** event whether disclosed in writing, verbally or otherwise; provided, however, that such information must be identified by Discloser as proprietary and/or confidential at the time of disclosure.

Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without CEA's breach of any obligation owed to Discloser; (ii) became known to CEA prior to Discloser's disclosure of such information to CEA pursuant to the terms of this Agreement; (iii) became known to CEA from a source other than Discloser and other than by the breach of an obligation of confidentiality owed to Discloser; (iv) is independently developed by CEA other than by breach of an obligation of confidentiality owed to Discloser; or (v) is produced in compliance with applicable law or court order, provided that the CEA takes reasonable steps to give Discloser sufficient prior notice in order to contest such request by notifying Discloser of the request, unless the law or court order prohibits the giving of such notice.

2. Nondisclosure and Nonuse Obligation. CEA agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information to any person, firm or business. CEA agrees that it shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information of a like nature, and it represents that it exercises reasonable care to protect its own Confidential Information. CEA shall immediately give notice to Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

3. Ownership of Confidential Information and Other Material. All Confidential Information shall remain the property of Discloser.

4. Term and Termination. CEA's duty to protect Discloser's Confidential Information shall commence upon **full execution** and extend through **October 19, 2009**. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party; provided, however, that CEA's obligations with respect to Confidential Information that it has previously received shall survive any termination as provided in this paragraph.

5. Reciprocity. To the extent CEA agrees to remit any confidential information to Discloser, the terms of this Agreement shall apply to Discloser in handling confidential information of the CEA

6. No Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

7. Governing Law. This Agreement and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. The parties agree to consent to the exclusive jurisdiction of the state and federal courts in the Commonwealth of Virginia.

8. Remedies. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Discloser may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. Severability. Should any provision of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

10. No Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Discloser, CEA, their agents, or employees, but only by an instrument in writing signed by authorized representatives of Discloser and CEA. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by authorized representatives of both parties.

The persons signing this Agreement on behalf of the parties represent and warrant that the undersigned persons are duly authorized and appointed agents of the parties, fully empowered to bind the parties to all provisions contained in the Agreement and that no further action is required by the parties to enter into this Agreement.

**AGREED AND ACCEPTED:
DISCLOSER**

CONSUMER ELECTRONICS ASSOCIATION

(Signature)

INSERT DEPT VP OR CEO, TITLE

Name/Title

Date:

Date:

