



Multi-Party Confidentiality Agreement

This Multi-Party Confidentiality Agreement (the “**Agreement**”), effective as of July 30, 2013 (the “**Effective Date**”), is entered into by and between each of those parties set forth on Exhibit A that have signed onto this Agreement (together, the “**Parties**”, and each, a “**Party**”).

WHEREAS, in connection with the Black Hat Executive Summit to be hosted by Black Hat, a part of UBM Tech, a division of UBM LLC (“**UBM**”), each Party desires to share with the other Parties certain information that is non-public, confidential or proprietary in nature (the “**Purpose**”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, each Party to this Agreement agrees as follows:

1. Confidential Information. Except as set forth in Section 2 below, “**Confidential Information**” means all non-public, confidential or proprietary information disclosed by a Party (a “**Disclosing Party**”) to another Party or other Parties to this Agreement (each a “**Recipient**”), during the Black Hat Executive Summit in Las Vegas, Nevada on July 30, 2013 (the “**Meeting**”), including, without limitation:

(a) all information concerning the Disclosing Party and its employer and its employer’s affiliates, employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (“**Representatives**”) and the Disclosing Party and its Representatives’ customers’, suppliers’ and other third parties’ past, present and future business affairs including, without limitation, any potential shortcomings, breaches, hacks, or any other security events they may have suffered, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

(b) the Disclosing Party’s unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property;

(c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(d) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and



(e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the “Notes”) prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

2. Exclusions from Confidential Information. Except as required by applicable federal, state or local law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by a Recipient or any of its Representatives;

(b) at the time of disclosure is, or thereafter becomes, available to a Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to a Recipient by a legal, fiduciary or contractual obligation to the Disclosing Party;

(c) was known by or in the possession of a Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

3. Recipient Obligations. Each Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information of each Disclosing Party with at least the same degree of care as such Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and

(b) not use any Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around such Disclosing Party's proprietary services, products and/or confidential intellectual property.

4. Additional Confidentiality Obligations. Except as required by applicable federal, state or local law or regulation, or otherwise as mutually agreed to in writing by a Disclosing Party and a Receiving Party, no Party to this Agreement shall, nor permit any of its Representatives to, disclose to any person:



(a) that the Confidential Information has been made available to it, or that it has inspected any portion of the Confidential Information; or

(b) any terms, conditions or other arrangements that were discussed in relation to the Confidential Information or the Purpose.

5. Required Disclosure. Any Disclosure by a Recipient or its Representatives of any of a Disclosing Party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section. Prior to making any such disclosure, a Recipient shall provide the Disclosing Party with:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, a Recipient remains subject to a Legal Order to disclose any Confidential Information, such Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of such Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6. No Written Confidential Information. The Meeting will be an in-person meeting to facilitate oral discussions among the Parties and no written information shall be disclosed or shared at the Meeting. No Party to this Agreement is responsible to another Party to this Agreement to the extent that written Confidential Information is shared at the Meeting.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire ten years from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement in perpetuity.

8. No Representations or Warranties. No Disclosing Party make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither a Disclosing Party nor any of its Representatives shall be liable to a Recipient or any of its Representatives relating to



or resulting from a Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

9. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

10. No Other Obligation. Each Party to this Agreement agrees that no Party to this Agreement shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein.

11. Waiver and Acknowledgement. Each Party to this Agreement (as a Disclosing Party) acknowledges and agrees that except for a breach of its confidentiality obligations under this Agreement, neither UBM nor any other Party to this Agreement (other than the specific Party that has breached its Confidentiality obligation under this Agreement to such Disclosing Party under this Agreement) has any liability for any breach by this Agreement by any other Party to the Agreement. Each Party to this Agreement (as a Disclosing Party) hereby waives any and all rights to assert against each Party to this Agreement any such claims, except to the extent a specific Party has breached its Confidentiality obligation under this Agreement to such Disclosing Party.

12. Remedies. Each Party to this Agreement acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which no Party to this Agreement waives by the exercise of any rights hereunder), a Party whose rights under this Agreement are breached by another Party to this Agreement shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and each Party to this Agreement hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

13. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York.

14. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested).



Such communications must be sent to the respective parties at the addresses set forth below the signatures of each Party to this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

15. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Assignment. No Party to this Agreement may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Parties to this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

[SIGNATURE PAGE FOLLOWS]



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Executive Summit
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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

[PARTY NAME]

By _____

Name:

Title:



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Exhibit A