

**Linden Lab® Solution Provider Conference  
Confidentiality Agreement  
Instructions**

1. Complete the Agreement - download and print this PDF

Page One:

"Name" - your REAL name

"Company" - your company name, as listed in the SOLUTION PROVIDER DIRECTORY

Page Two:

"Signature" - your REAL name **hand-signed**

"Print name(s)" - your REAL name and SL AVATAR name, printed

"Title" - your title, printed (can be your company title, or "Solution Provider" etc.)

"Date" - date, printed

2. Return the Agreement - must be **faxed**

Fax to:

415-358-4625

Linden Lab SPConference Manager

**FAX**

TO: Linden Lab SPConference Manager

FROM:

FAX: 1-415-358-4625

FAX:

PHONE:

PHONE:

SUBJECT: Confidentiality Agreement

DATE:

COMMENTS:

# Confidentiality Agreement

This Confidentiality Agreement ("Agreement") by and between Linden Research, Inc. with offices at 945 Battery Street, San Francisco, California 94111 ("Linden Research") and

("Name") \_\_\_\_\_ of

("Company") \_\_\_\_\_

is entered into for good and valuable consideration the adequacy of which is acknowledged by the parties.


- 1. Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means that information disclosed by one party to the other, including but not limited to the terms and conditions of this Agreement, the existence of the discussions between the parties, trade secrets of the parties, any non-public information relating to a party's plans, designs, ideas, concepts, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how and any other non-public technical or business information of a party, or that a party identifies in writing as confidential before or within thirty days after disclosure to the other party or is otherwise reasonably determined to be of value and is treated as confidential. Confidential Information does not, however, include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; (c) is independently developed by the receiving party without the use of any Confidential Information of disclosing party as evidenced by written documentation; or (d) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it and who provides it without a confidentiality obligation.
- 2. Non-Disclosure and Non-Use of Confidential Information.** The Confidential Information is provided for the purpose of discussions and examinations of the "\_Solution Provider Conference (June 2009)" to be provided by Linden Research to company, pursuant to separate agreement. (the "**Business Purpose**"). Where relevant, the receiving party will not disclose, publish or disseminate Confidential Information to anyone other than those of its employees who need to know for the Business Purpose, and the receiving party will take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information. The receiving party accepts Confidential Information for the Business Purpose and in connection with the business discussions regarding the Business Purpose hereunder. The receiving party will not use Confidential Information other than for the Business Purpose for its own or any third party's benefit without the prior written approval of an authorized representative of the other party.
- 3. No Warranty.** All Confidential Information is provided "**AS IS**" and without any warranty, express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third party rights or its merchantability or fitness for a particular purpose.
- 4. Return of Documents.** Within ten (10) business days of receipt of a written request by the disclosing party, the receiving party will return to the disclosing party all documents, records and copies thereof containing Confidential Information of the disclosing party. For purposes of this Section 4, "**documents**" means all information fixed in any tangible medium of expression in whatever form or format.
- 5. No License.** The parties acknowledges and agree that nothing contained in this Agreement will be construed as granting the any rights, by license or otherwise, to any of the other party's Confidential Information except as expressly set forth in this Agreement.

6. **Independent Development.** The disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the disclosing party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by the disclosing party's Confidential Information.
  
7. **Equitable Relief.** The receiving party acknowledges that all of the Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the parties agree each will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
  
8. **General.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice-of-law rules or principles and the parties submit to that jurisdiction. The parties may not assign this Agreement or transfer any benefits hereunder or Confidential Information, directly or indirectly (through acquisition, merger or otherwise), and any attempt to do so will be void without the prior written consent of the other party. The relationship of the parties is that of independent contractors, and not of agency, partners, joint ventures or the like. If the receiving party receives notice that it may be required or ordered by any judicial or governmental entity to disclose Confidential Information of the disclosing party, it will take all necessary steps to give the disclosing party sufficient prior notice in order to contest such requirement or order.
  
9. **Term of Obligations.** This Agreement will remain in effect for five (5) years from the date of the last disclosure of Confidential Information, at which time it will terminate.

The duly authorized representatives of Linden Research and Company having executed this Agreement as of the latter of the signature dates set forth below:

Linden Research, Inc.:

Company:

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature: Real name

Glenn Fisher  
 \_\_\_\_\_  
 Print name

\_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_  
 Print name(s): Real name, SL avatar name)

Director, Developer Relations  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 \_\_\_\_\_  
 Title

28 April 2009  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_  
 Date