

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:  
TRADE SECRETS AND OTHER PROPRIETARY OR  
CONFIDENTIAL BUSINESS INFORMATION**

Many aspects of **Aeffect, Inc.'s** day-to-day business operations are confidential. All companies have information which is not generally known to other persons called "trade secrets" or "proprietary" or "confidential" information.

All consulting companies must conduct their business through employees, suppliers, advisors, and clients. Consequently, these individuals may have access to trade secrets or proprietary or confidential information to carry out their duties and responsibilities. In order to protect this confidential information which **Aeffect** may disclose, **Aeffect** (the "Company") and \_\_\_\_\_(the "Recipient"), intending to establish a business relationship, hereby agree, on this \_\_\_\_\_day of \_\_\_\_\_, 2007, that:

1. Confidential information includes, but is not limited to, the following:
  - **methods related to consulting and analysis** including methodologies and capabilities developed and applied by **Aeffect**, special qualitative and quantitative research approaches used by the Company, and other means of adding value or insight to the research process developed internally or improved at **Aeffect**.
  - **research information** including data, data analyses, norms, data reports, audio and video tapes of research sessions, and video tapes showing data findings.
  - **tools related to data collection** including copies of questionnaires, software or hardware used for data collection or analysis, information on proprietary data collection or analysis methods, lists of suppliers used and approved internally for data collection, fieldwork, or analysis.
  - **client-related information** obtained through a working relationship with a current, prospective or former client of **Aeffect** that said client would consider to be confidential in nature, such as general marketing information, sales and business development plans, new product or service initiatives, advertising or communications plans, customer or dealer information, and strategic business planning information.
  - **materials belonging to clients** and stored by **Aeffect** on their behalf, including client procedure or service manuals, client data, client reports, client marketing materials such as television commercials, print advertisements, etc.
  - **internal management information** including financial, technical or operational information, business plans, staff management or training guidelines, compensation and administrative policy documents.
  - **sales and marketing information** including sales and business development plans, strategic planning information, actual or potential customer lists of **Aeffect**, marketing materials, media or trade organization contact lists, industry papers or other business development materials.
  - **other information** disclosed under this Agreement: \_\_\_\_\_  
\_\_\_\_\_
2. The existence of and the relationship created under this Agreement is confidential and shall be treated as information pursuant to the terms of the Agreement.
3. The Recipient agrees never to disclose confidential information to anyone without express written authorization nor to use such information for his/her own personal benefit or for the benefit of other persons.
4. The Recipient also agrees to protect the Company's information using the same degree of care, but no less than a reasonable degree of care, as he/she would use to protect his/her own corporate or personal confidential information.

5. This Agreement imposes no obligation upon the Recipient with respect to information that: a) was in his/her possession before receipt from **Aeffect**, b) is or becomes public through no fault of the Recipient's, or c) is received in good faith by the Recipient from a third party and is not subject to an obligation of confidentiality owed to a third party.
6. In the event that the Recipient is required by judicial or administrative process to disclose confidential information, the Recipient shall promptly notify **Aeffect** and allow the Company a reasonable time to oppose such process.
7. Regarding materials constituting confidential information, the Recipient shall not analyze or permit a third party to analyze such materials without express written permission from the Company.
8. The Recipient agrees not to remove or otherwise take confidential information from the Company premises or copy or otherwise duplicate such information without the Company's express written consent. If removed with permission, the Recipient agrees to return all confidential information received from **Aeffect** at the Company's request.
9. **Aeffect** warrants that it has the right to make disclosures under this Agreement.
10. The Recipient shall not acquire any lease or other intellectual property rights of **Aeffect** pursuant to this Agreement.
11. Neither party has an obligation pursuant to this Agreement to enter into a contractual relationship nor is this Agreement intended to constitute an agency or partnership relationship.
12. This requirement is not limited in time to the duration of the Recipient's current relationship with the Company, but extends after the current relationship, notwithstanding the reason for severance of the relationship.
13. Modifications or additions to this Agreement must be made in writing and executed by both parties.
14. This Agreement is to be executed in duplicate. Please return one fully executed copy to:  
**Aeffect, Inc.**, 520 Lake Cook Road, Suite 100, Deerfield, IL 60015, Attn: Legal.
15. For purposes of executing this Agreement, any signed counterpart of this Agreement transmitted by telefax machine shall be treated in all manner and respects as an original document. The signature of every party on such telefaxed Agreement shall be considered for these purposes as an original signature and any such telefaxed documents shall be considered to have the same binding legal effect as an original document. No party hereto shall raise the use of a telefax machine or the fact that any signature or counterpart of this Agreement was transmitted through a telefax or similar means as a defense to the enforcement of this Agreement.
16. Attachment: \_\_\_\_ Yes  No If yes, number of pages \_\_\_\_

I have read and understand the above, and in consideration of my compensation or pending contractual relationship with **Aeffect, Inc.**, I agree to fully abide by the policy and requirements of set forth above.

**RECIPIENT**

**Aeffect, Inc.**

Name \_\_\_\_\_ Name \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_  
Company (if other than **Aeffect, Inc.**) \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
City-State-Zip Code \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_