

These confidentiality terms (the "Agreement" or "Confidentiality Terms") form an agreement between you (as either an individual, or on behalf of the business you identified in your application to become a FAM Publisher) ("You") and FAM Networks, LLC ("FAM" or "Our") upon the Effective Date. You and FAM are sometimes each referred to in these Terms as a "Party" and collectively, the "Parties". "Effective Date" means the date you accept this Agreement.

By affirmatively accepting these Terms, you acknowledge that you have read this agreement, that you understand it, and that you agree to be bound by its terms. If you are accepting these Terms on behalf of your business, you also represent and warrant that you have authority to bind such entity. FAM's obligations under these Terms, are conditioned upon, and subject to, FAM's receipt of all documents necessary to effect payment to you. Capitalized terms used in these Terms and not otherwise defined in this introductory paragraph are further defined in these Terms hereunder. You agree as follows:

1. You and FAM intend to disclose to each other information, which may include confidential information, for the purpose of You and FAM entering into discussions concerning the possibility of You viewing and administering FAM or one or more of its affiliates (the "Project"). "Confidential Information" means any information or data disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and relating to the Disclosing Party's business and technology which is designated as confidential, or which, based on the nature of the information disclosed and/or the circumstances surrounding disclosure ought reasonably to be recognized as being confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible or intangible form (including information received, stored or transmitted electronically).
2. The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also inure to such affiliates and may be directly enforced by or against such affiliates.
3. The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall:
 - (a) use the Confidential Information only for the purpose of the Project.
 - (b) restrict disclosure of the Confidential Information to representatives of the Recipient and its affiliates with a reasonable "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
 - (c) advise those representatives who access the Confidential Information of their obligations with respect thereto;
 - (d) copy the Confidential Information only as necessary for those representatives who are entitled to receive it, and ensure that all confidentiality notices, if any, are reproduced in full on such copies;
 - (e) use the same degree of care, but no less than a reasonable degree of care to avoid inadvertent disclosure and impermissible use of the Confidential Information, as it uses to protect its own confidential information of a like nature. For the purposes of this Agreement only, "representatives" includes a party's directors, officers, employees, agents and advisors along with third parties retained by a party hereto for temporary administrative, clerical or programming support. A "need to know" means that the representative requires the Confidential Information to perform his/her responsibilities in connection with the Project.
4. The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:
 - (a) is or becomes available to the public through no breach of this Agreement.
 - (b) was previously known by the Recipient without any obligation to hold it in confidence.
 - (c) is received from a third party free to disclose such information without restriction to the best knowledge of the Recipient after reasonable investigation.
 - (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party.

(e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.

(f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order.

5. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.

6. The parties agree that an impending or existing violation of any portion of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

7. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contact or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or work do not violate this Agreement. The exchanges between the parties are experimental, preliminary and are without prejudice to either party. Neither party shall introduce or permit the introduction of Confidential Information in any proceeding to establish license fees for any copyrighted work or use Confidential Information in connection with legislative activities related to copyright.

8. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

9. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement for a period of five (5) years.

10. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

11. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

12. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.

13. This Agreement shall not preclude or limit the independent development by or on behalf of any party of any products or systems involving technology or information of a similar nature to that disclosed hereunder or which compete with products or systems contemplated by such information, provided that it is done without use of or reliance upon the other party's Confidential Information.

14. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties. This Agreement shall be deemed to be an agreement made under, and to be construed and governed by the laws of the State of New York, exclusive of its choice of law rules. The parties expressly agree that any and all disputes arising out of or concerning this Agreement shall be litigated and adjudicated exclusively in state and/or federal courts located in either the State of New York, and each party consents and submits to such jurisdiction. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties

signed a single original. A facsimile or scan of any original signature transmitted by one party to the other party is effective as if the original was sent to the other party.