

NONDISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “*Agreement*”) is made as of _____, (the “*Effective Date*”) by and between VT iDIRECT, INC. (“*iDirect*”) with its headquarters located at 13861 Sunrise Valley Drive, Suite 300, Herndon, VA 20171 USA, and _____ [STUDENT’S NAME] an individual residing at _____ [STUDENT’S ADDRESS] (“*Recipient*”).

1. Purpose. iDirect has contracted to provide certain training services to Recipient (the “*Relationship*”), in connection with which iDirect may disclose certain of its Confidential Information (as defined below) to Recipient. This Agreement is intended to allow iDirect to engage in such Relationship while protecting such Confidential Information (including Confidential Information disclosed to Recipient prior to the Effective Date) against unauthorized use or disclosure.

2. Definition of Confidential Information. “*Confidential Information*” means all written or oral information, disclosed by iDirect to Recipient, that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, any non-public information regarding or related to iDirect’s business or the training provided to Recipient, shall be deemed iDirect’s Confidential Information.

3. Nondisclosure of Confidential Information

3.1 General Restrictions and Permitted Use. Recipient agrees not to use any Confidential Information for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by iDirect. If Recipient is a company or other organization, Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. Recipient agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, iDirect’s Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Recipient utilizes to protect its own Confidential Information, which shall be no less than reasonable care. Recipient agrees to notify iDirect in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of

Confidential Information which may come to Recipient’s attention.

3.2 Exceptions. Notwithstanding the above, Confidential Information shall not be deemed to include information which Recipient can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient or any party to whom Recipient has disclosed such Confidential Information; (ii) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by documentation in existence at the time of disclosure; or (iii) is rightfully communicated to Recipient by persons not bound by confidentiality obligations with respect thereto. Notwithstanding the above, Recipient may disclose Confidential Information of iDirect to the limited extent necessary in order to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to iDirect to enable iDirect to seek a protective order or otherwise to lawfully prevent or restrict such disclosure.

4. No Duplication; Return of Materials. Recipient agrees, except as otherwise expressly authorized by iDirect, not to make any copies or duplicates of iDirect’s Confidential Information. Any reproduction of iDirect’s Confidential Information will remain the property of iDirect and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by iDirect. Any documents and other tangible materials representing any iDirect Confidential Information and all copies thereof shall be promptly returned by Recipient, accompanied by all full or partial copies thereof, within ten (10) calendar days after (i) the Relationship has been rejected or concluded, or (ii) the request of iDirect.

5. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, trade secret or other intellectual property right of iDirect, nor shall this Agreement grant Recipient any rights in or to iDirect’s Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Recipient understands that nothing in this Agreement requires the disclosure of any Confidential Information by iDirect, and that iDirect has the right to

determine, in its sole discretion, which of its Confidential Information, if any, to disclose to Recipient. Nothing herein shall be construed to require either Party to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed. iDIRECT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY CONFIDENTIAL INFORMATION IT DISCLOSES UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT.

6. Term. This Agreement shall be effective as of the Effective Date and continue for a period of three (3) years, or unless the Relationship or this Agreement is earlier terminated by mutual written agreement of the parties. Recipient's obligations under this Agreement shall, to the maximum extent permitted by applicable law, survive any termination of this Agreement and the Relationship between the Parties. This Agreement shall not apply to information disclosed by iDirect after the termination of this Agreement.

7. Feedback. To the extent that Recipient provides input, suggestions or other feedback to iDirect regarding iDirect's offerings or iDirect's Confidential Information ("**Feedback**"), Recipient will be deemed to have granted to iDirect a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, license, modify, sublicense or otherwise distribute and exploit in any manner whatsoever the Feedback. Recipient acknowledges that it has no expectation of confidentiality with respect to any Feedback provided and represents and warrants that it has the right to provide such Feedback.

8. Recipient Information. iDirect does not wish to receive any confidential information from Recipient, and iDirect assumes no obligation, either express or implied, with respect to any information disclosed to iDirect by Recipient.

9. Cancellation Policy. Recipient may cancel its attendance at a training class provided by iDirect up to ten (10) days before such class is scheduled to begin by contacting the program coordinator at training@idirect.net. iDirect shall, in its sole discretion, either: (i) provide a full refund of the fees paid for such class by Recipient, payable within thirty (30) days of such cancellation, or (ii) reschedule Recipient to the next training class with available space. No refund shall be given for cancellations received

within ten (10) days before such training class is scheduled to begin. iDirect reserves the right to cancel or reschedule a training class, without liability, up to ten (10) days before such class is scheduled to begin in iDirect's sole discretion. If the class is cancelled or rescheduled, iDirect shall notify Recipient at the contact information provided by Recipient. iDirect shall, in no event, be responsible for Recipient's travel or other expenses incurred as a result of such cancellation.

10. Remedies. Recipient agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect iDirect and iDirect's business. Recipient expressly agrees that, due to the unique nature of iDirect's Confidential Information, monetary damages would be inadequate to compensate iDirect for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to iDirect and that, in addition to any other remedies that may be available, in law, in equity or otherwise, iDirect shall be entitled (i) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of posting bond or of proving actual damages; and (ii) to be indemnified by Recipient from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of any Confidential Information.

11. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of iDirect. Recipient may not assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of iDirect, and Recipient acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12. Severability. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

13. Independent Contractors. iDirect and Recipient are independent contractors. Nothing contained in this

Agreement shall be construed to allow either Party to make commitments or incur any charges or expenses for, or in the name of, the other Party.

14. Governing Law; Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to principles of conflicts of law. For purposes of all claims brought under this Agreement, each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the state courts and federal courts located in Fairfax County, Virginia.

15. Amendment and Waiver. This Agreement may not be amended or modified except in a writing duly executed by both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by both Parties.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

17. Entire Agreement. This Agreement constitutes the entire agreement between iDirect and Recipient with respect to the subject matter hereof and supersedes any prior agreement, arrangement or commitment relating thereto.

The Parties have executed this Nondisclosure Agreement as of the date first above written.

VT iDIRECT, INC.

RECIPIENT:

By (Signature):

By (Signature):

Name (Printed):

Name (Printed):

Title:

Title: