

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of January 1, 2018.

In consideration of membership, Higher Admission, Inc., of 1250 Connecticut Avenue, Washington, DC 20036, hereinafter referred to as Higher Admission, will protect all Confidential Information, as hereinafter defined, in accordance with this Agreement.

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to a college or university that becomes a member of Higher Admission, hereinafter referred to as a Member, whether or not owned or developed by the Member, which is not generally known other than by the Member, and which Higher Admission may obtain through any direct or indirect contact with the Member.

A. Confidential Information includes without limitation:

- business records and plans
- pricing structure
- discounts
- costs
- computer programs and listings
- source code and/or object code

and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by the Member
- information rightfully received by Higher Admission from a third party without a duty of confidentiality
- information independently developed by Higher Admission
- information disclosed by operation of law
- information disclosed by Higher Admission with the prior written consent of the Member
- and any other information that a Member and Higher Admission agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Higher Admission understands and acknowledges that the Confidential Information has been developed or obtained by each Member by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of each Member which provides each Member with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Higher Admission agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of the Member. Notwithstanding any other provision of

this agreement to the contrary, the normal operation of Higher Admission's platform will not be construed as disclosure of Confidential Information. In addition, Higher Admission agrees that:

No Copying/Modifying. Higher Admission will not copy or modify any Confidential Information without the prior written consent of the Member.

Application to Employees. Further, Higher Admission shall not disclose any Confidential Information to any employees of Higher Admission, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement.

III. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

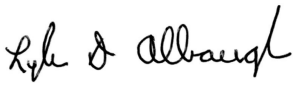
IV. NO WARRANTY. Higher Admission acknowledges and agrees that the Confidential Information is provided on an AS IS basis. MEMBERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ANY MEMBER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Any actions taken by Higher Admission in response to the disclosure of the Confidential Information shall be solely at the risk of Higher Admission.

V. LIMITED LICENSE TO USE. Higher Admission shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Higher Admission acknowledges that, as between each Member and Higher Admission, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the providing Member, even if suggestions, comments, and/or ideas made by Higher Admission are incorporated into the Confidential Information or related materials during the period of this Agreement.

VI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. All Members must be given notice of any amendments to this Agreement. This Agreement shall be construed under the laws of the Commonwealth of Virginia. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Higher Admission, Inc.

By: 

Lyle Albaugh
CEO