

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and entered into as of _____ by and between Conde Nast ("Disclosing Party") and **[OTHER PARTY]** ("Receiving Party").

1. Confidential Information. The parties intend to engage in, or evaluate the possibility of, business activities with each other, or engage in discussions and negotiations concerning the establishment of a business, investment, or other relationship between them (the "Purpose"). In the course of such activities, discussions or negotiations, it is anticipated that Disclosing Party may disclose or deliver to Recipient, in writing, orally, or by tangible objects (e.g., product samples), confidential and/or proprietary information concerning its business or activities and/or the business or activities of its parent, affiliates, subsidiaries, investments, clients, customers, employees, and/or third parties, which may include (but is not limited to) information and/or documents relating to Disclosing Party's business plans, publications, processes, finances, editorial matters, intellectual property, personnel, product development, customers, pricing, or technology, whether disclosed before or after the date of this Agreement, and including any analyses, notes, studies, or other documents prepared by Recipient or its Representatives (as defined below) that contain or reveal such information (collectively, "Confidential Information"). Information will be treated as Confidential Information if (i) it is designated or marked as "confidential", or (ii) it is identified in writing by Disclosing Party as "confidential" before, during or within ten (10) days after the presentation or communication, or (iii) by its nature it should have reasonably been known to Recipient to be confidential.
2. Confidentiality Obligations. Recipient agrees that it will use all Confidential Information solely for the purpose for which it was provided, as stated above, and for no other purpose, and that it will hold all Confidential Information in the strictest confidence, taking all reasonable or necessary measures to protect the Confidential Information including at least such measures that it takes to protect its own confidential information of similar nature (but in no event less than a commercially reasonable standard of care), and higher measures if appropriate or required hereby. To that end, Recipient will keep all Confidential Information in a secure place; take all necessary measures to prevent unauthorized access, use, reproduction or disclosure thereof including following Disclosing Party's instructions with respect thereto (if any); and limit access to the Confidential Information only to those Representatives necessary a) in order for Recipient to consider or carry out the Purpose or b) to provide related services (e.g., an audit). Any Representatives (as defined below) who are to be provided Disclosing Party's Confidential Information by Recipient, will be required by Recipient to sign, at the foot of this Confidentiality Agreement, a statement indicating their agreement to be bound by the terms and conditions hereof. A breach by any such person will also be considered a breach by Recipient. Recipient will not alter or remove any confidentiality or proprietary rights marking on any document or object provided by Disclosing Party. In addition, Recipient will not disclose or otherwise reveal the Confidential Information, or any portion, summary or description thereof, the fact that it has received such Confidential Information or that it is engaged in discussions with Disclosing Party concerning the Purpose, to any third party whatsoever (except to Representatives as permitted herein). Recipient will notify Disclosing Party immediately in the event it becomes aware that any of the Confidential Information is lost, stolen or inadvertently disclosed to others.
3. Representatives. "Representatives" shall mean directors, officers, managers, affiliates, employees, independent contractors, agents, and/or advisors (including attorneys, accountants, financial advisors, and consultants). Recipient represents that any of its

Representatives who are provided Disclosing Party's Confidential Information by Recipient will be bound by confidentiality obligations at least as protective of the Confidential Information as those contained herein. Any act or omission by any such person that is contrary to the terms and conditions of this Agreement will also be considered a breach hereof by Recipient.

4. Return or Destruction of Materials. At any time upon request by Disclosing Party, Recipient will return to Disclosing Party or destroy (and, upon Disclosing Party's request, certify in writing to Disclosing Party such destruction) all originals and copies of all documents containing Confidential Information provided to it by Disclosing Party, and will not retain any copies of such documents or information.
5. Term. This Agreement will govern communications made within one (1) year after the date in the preamble to the Agreement. Recipient's obligations hereunder with respect to any Confidential Information will terminate two (2) years from the date on which it is provided the Confidential Information. The obligations herein will survive any termination of the Agreement with respect to Confidential Information disclosed prior to such termination. Recipient represents that it is entering into this Agreement to induce Disclosing Party to engage in the Purpose and acknowledges that Disclosing Party is relying on this Agreement in providing documents or information to Recipient.
6. Exclusions. Confidential Information will not include any information that (a) is or subsequently becomes publicly available or generally known in the relevant industry without Recipient's breach of any obligation owed to Disclosing Party, which can be demonstrated by written records; (b) was known to Recipient or its Representatives prior to disclosure of such information by Disclosing Party, which can be demonstrated by written records; or (c) is received from a third party who is not subject to an obligation of confidentiality to Disclosing Party with respect to such information; or (d) can be shown by documentation to have been independently developed by Recipient without use of any Confidential Information.
7. Legal Process. If Recipient is requested or required to produce any Confidential Information pursuant to subpoena, investigative demand, court order, or other legal process, Recipient will promptly give Disclosing Party sufficient prior notice to enable Disclosing Party to attempt to avoid, limit, or receive protective treatment over such disclosure (if Disclosing Party so decides), will use reasonable efforts to cooperate with Disclosing Party in such attempt and, if disclosure is required, will furnish only such portion of the Confidential Information as it has been advised by counsel it is legally compelled to disclose.
8. No Business Obligation or License. Each party acknowledges that unless and until the parties set forth a specific agreement in a writing signed by both parties, they are not bound with respect to any transaction, business, arrangement, or other understanding (other than the obligation of confidentiality set forth herein). Until such time, the parties are free to end any discussions or negotiations and/or to engage in any business or activity either party desires, along or with third parties, including businesses and activities similar to those being discussed or negotiated between the parties. Neither this Agreement, nor any disclosure of Confidential Information hereunder, grants any right or license under any trademark, copyright, patent, or other intellectual property right now or hereafter owned or controlled by Disclosing Party. Without limiting the generality of the foregoing, Recipient shall not modify, prepare derivative works based upon, dismantle, reverse engineer, or in any other manner copy or disassemble any Confidential Information of Disclosing Party.

9. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.
10. Injunction. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement could cause irreparable harm to Disclosing Party and that Disclosing Party shall therefore be entitled, in addition to all other remedies available at law, to seek an injunction restraining such actual or future breaches without having to post any security or to prove the inadequacy of available remedies at law.
11. Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws, and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term in this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms shall constitute their agreement with respect to the subject matter hereof and that all such remaining terms shall remain in full force and effect, to the extent the purpose of this Agreement can reasonably be effected.
12. Miscellaneous. Any amendment hereto must be in writing and signed by the party to be bound thereby. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof. Any notice hereunder must be sent by overnight courier, certified mail return receipt requested, or personal delivery to the other party at the address(es) set forth below the applicable party's signature block. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflicts of laws provisions), and both parties consent to the exclusive personal jurisdiction of the Federal and state courts located in New York, NY with respect to any disputes relating hereto.

[Signature page follows]

ACCEPTED AND AGREED:

[OTHER PARTY]

By: _____

Name: _____

Title: _____

Address for notices:

Attention: _____

With a copy to:

Attention: _____

CONDE NAST

By: _____

Name: _____

Title: _____

Address for notices:

Attention: _____

With a copy to:

Sabin, Bermant & Gould, LLP

4 Times Square

New York, NY 10036

Attention: _____

[Signature page to Confidentiality Agreement]

I have read and understood, and agree to be bound by, the terms and conditions of this Confidentiality Agreement. All references to Recipient in this Confidentiality Agreement shall be understood to also refer to me.
