

# Information Security Non-Disclosure Agreement

## INSTRUCTIONS

1. Print this document.
2. Print/type your name and your home address on the first two lines on page 2.
3. Print/type your name again on the 3<sup>rd</sup> line on page 2 after the word Dear .
4. On the last page the signature of the temporary employee is required. Print/type the title/position (if applicable).
5. Mail the original of this Agreement to Adam Velthaus, Pearson Education, ESM AV Management Department, 1 Lake St., Upper Saddle River, NJ 07458. You may retain a copy for your records.

## NOTE:

This is a legal document and should be treated as such. **Information listed above is required and will be returned if not complete.**

## TO EXPEDITE YOUR REQUEST:

- Fax a copy to Adam Velthaus, ESM AV Management at 201-236-7699.

# Information Security Non-Disclosure Agreement

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(DATE) \_\_\_\_\_

\_\_\_\_\_  
(PRINT OR TYPE NAME AND COMPANY OF EXTRANET USER)

\_\_\_\_\_  
(ADDRESS OF EXTRANET USER)

Dear (NAME) \_\_\_\_\_:

In connection with any engagement for services that you ("You") will provide to Pearson, Inc. and/or its subsidiaries or affiliates (collectively, the "Company"), the Company may provide You, or give You access to, certain business plans, internal evaluations, financial information, proprietary or third-party software systems, and/or other non-public information concerning the Company (together with any notes, analyses, compilations, studies, or other documents prepared by, as defined below, that are based upon, contain, or otherwise reflect such information, the "Confidential Information").

In consideration of the Company furnishing You with the Confidential Information, the parties agree as follows (the "Letter Agreement"):

1. The Confidential Information shall be used by You solely within the scope of your engagement of services for which the disclosure was made, and not for any other purpose. Except to the extent permitted by Paragraph 4 hereof, You shall not disclose Confidential Information to any third party and shall otherwise treat such Confidential Information as you treat like information of your own. At a minimum, you shall at all times take whatever commercially reasonable steps are necessary to protect the confidentiality of such information.

2. The term "Confidential Information" shall be deemed not to include information which (i) is or becomes generally available to the public other than (a) as a result of a disclosure by You or any other person who directly or indirectly receives such information from You or (b) in violation of a confidentiality obligation to the Company known to You or (ii) is or becomes available to You on a non-confidential basis from a source which is entitled to disclose it to You.

3. Unless otherwise specified in a separate agreement between the parties, all Confidential Information disclosed by the Company to You shall be and shall remain the Company's property. Upon termination of your engagement of services for which the disclosure was made, or at any time upon Company's request, You shall promptly return all existing tangible Confidential Information to the Company. Any Confidential Information that is not returned or has not been destroyed, including without limitation any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Letter Agreement.

4. In the event that You are required by law or by interrogatories, requests for information or documents, subpoena, Civil Investigative Demand, or similar process to disclose the

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Confidential Information or any other information the disclosure of which is restricted by the terms of this Letter Agreement, You will provide the Company with prompt prior written notice of such request or requirement so that the Company may seek an appropriate protective order. If, in the absence of a protective order, You are nonetheless, in the written opinion of your counsel (which shall be forwarded to the Company upon request), compelled to disclose Confidential Information or any other information the disclosure of which is restricted by the terms of this Letter Agreement to any tribunal or else stand liable for contempt or suffer other material censure or penalty, You may disclose only that portion of the Confidential Information or other information which it is advised in writing by your counsel (which shall be forwarded to the Company upon request) is so legally compelled and You will exercise your best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

5. You acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Letter Agreement by You and that the Company shall be entitled to specific performance, including without limitation injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Letter Agreement but shall be in addition to all other remedies available at law or equity. You agree to reimburse the Company for costs and expenses (including without limitation attorneys' fees) incurred by the Company in connection with the enforcement of this Letter Agreement.

6. This Letter Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. If any provision of this Letter Agreement is not enforceable in whole or in part, the remaining provisions of this Letter Agreement shall not be affected thereby. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE. THE PARTIES HEREBY FURTHER AGREE THAT ANY ACTION ARISING OUT OF THIS LETTER AGREEMENT SHALL BE BROUGHT SOLELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK, IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT, AND WAIVE ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREE NOT TO PLEAD OR CLAIM THE SAME.

If You are in agreement with the foregoing, please sign and fax a copy to Adam Velthaus/Grace Hazeldine at 201-236-7699 and return one original of this Letter Agreement to me. You may retain the other for your records.

Regards,

***Adam Velthaus***

Adam Velthaus, ESM AV Management

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ACCEPTED AND AGREED TO:

\_\_\_\_\_  
(PRINT OR TYPE) YOUR NAME

By: \_\_\_\_\_  
(SIGNATURE OF EXTRANET USER)

Company/Title: \_\_\_\_\_