



## **Adventace® Non-Disclosure Letter Agreement**

The purpose of this letter is to confirm our discussions during which you expressed an interest in becoming affiliated with Adventace.

Adventace is engaged in the business of rendering training, consulting, and implementation services to clients. In connection with your consideration of a possible affiliation with Adventace, we are prepared to make available to you certain financial, operating, and business information concerning Adventace. As a condition to such information being furnished to you, you agree to treat all Evaluation Material (as defined below) in accordance with the provisions of this Agreement.

The term "Evaluation Material" shall mean all information relating, directly or indirectly, to Adventace, including but not limited to information relating to the business, management, products and services, markets, operations, and prospects of Adventace, which is delivered, disclosed or furnished by or on behalf of Adventace to you, before, on, or after the date of this Agreement, for purposes of your considering an affiliation with Adventace, regardless of the manner in which it is delivered to you, or which you otherwise learn or obtain, through observation or analysis of the Evaluation Material. Evaluation Material does not include information which you can demonstrate: (i) is or becomes generally available to the public other than as a result of a disclosure by you; (ii) was in your possession prior to its being furnished to you by or on behalf of Adventace pursuant to this letter, provided that the source of such information was not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to Adventace; or any other party with respect to such information; (iii) becomes available to you on a non-confidential basis from a source other than Adventace, provided that such source is not known by you to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to Adventace or any other party with respect to such information.

You agree that you shall use the Evaluation Material solely for the purpose of evaluating a possible affiliation with Adventace, that the Evaluation Material will be kept confidential by you, and that you will not disclose any of the Evaluation Material in any manner whatsoever; provided that it may be disclosed solely to your financial and legal advisors who need to know such information for the sole purpose of advising you on a possible affiliation with Adventace, and agree to keep such information confidential and agree to be bound by the terms of this Agreement to the same extent as if they were parties to its terms and conditions. You shall use your best efforts to ensure compliance with the provisions of this Agreement by all persons to whom the Evaluation Materials are disclosed. You also agree that the terms and conditions of this Agreement, as well as the fact that you and Adventace are considering a business relationship and that the Evaluation Materials have been made available to you, are confidential, and you will not disclose such information without the prior written consent of Adventace.

Mark R. Populorum  
VP Sales & Operations  
Adventace LLC  
1539 Orchard Road  
Wheaton, IL 60187  
+1-630-653-6471  
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We will describe the process necessary to become affiliated with Adventace. If we determine, in our sole discretion, that we want to pursue an affiliation with you, and you agree, you and Adventace shall execute a separate agreement detailing the terms and conditions of our relationship. If you decline to become an Affiliate or are rejected, or upon our request, you will be obligated to promptly return all Evaluation Materials provided to you, and will not retain any copies, extracts or other reproductions in whole or in part of the Evaluations Materials, whether prepared by Adventace or otherwise. You agree that unless and until an agreement regarding your affiliation with Adventace has been executed, neither you nor Adventace will be under any legal obligation of any kind whatsoever with respect to such an affiliation by virtue of this Agreement, except for matters specifically agreed to herein. You acknowledge that any breach of this Agreement is likely to cause Adventace substantial and irrevocable damage and therefore, in the event of any such breach, you agree that Adventace, in addition to such other remedies that may be available, shall be entitled to specific performance and other injunctive relief.

This Agreement contains the entire understanding between the parties. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. This Agreement may not be changed except by written consent of the parties. This Agreement shall be governed and construed in accordance with the laws, and in the state and federal courts of the Commonwealth of Massachusetts, and both parties consent to the personal jurisdiction, and waive any objections to the venue, of such courts.

If you agree with the foregoing, please send a signed copy to me via email.

Mark R. Populorum  
VP Sales & Operations  
Adventace®

Accepted and agreed as of the date below:

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Your Printed Name

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Your Signature

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Date

