## CONFIDENTIAL DISCLOSURE AGREEMENT

In order for you to accurately understand and position IBM's products correctly, it will be necessary for IBM to disclose confidential information and material to you relative to the Content Management T3 Session. The term IBM Confidential Information as used herein is defined as all information obtained by you from IBM, or disclosed to you by IBM that relates to IBM's past, present, or future research, development or business activities, or the results of such activities. Such confidential information specifically includes architecture, future features and functions of Content Manager, Enterprise Information Portal, VideoCharger, and CommonStore: SAP, Xchange and Lotus Domino material presented in the Content Management T3 Session. IBM Confidential Information does not include information that you rightfully receive from third parties without an accompanying secrecy obligation, that you independently develop, that is approved for release by written agreement of IBM, or that is made publicly available by someone other than you. Accordingly, with respect to all such IBM Confidential Information, until the products become generally available, you agree not to disclose this information to anyone other than the employees and contractors, and employees and contractors of an Affiliate, who have a need to know; and any other party with the Discloser's prior written consent. Subject to this obligation, the Recipient may not use this information for any purpose other than in accordance with IBM's instructions.

IBM does not wish to receive any information from you which may be considered confidential or proprietary. Accordingly, except with respect to your rights under valid patents and federal statutory copyrights, no obligation of any kind is assumed by or to be implied against IBM with respect to any information received (in whatever form) from you, and IBM will be free to reproduce and to use and disclose such information to others without limitation. Moreover, our discussions and/or correspondence will not serve to impair the right of IBM to make, procure, and market products or services now or in the future which may be competitive with those offered by you nor require IBM to disclose any planning information to you.

Upon expiration of this agreement or upon demand, you shall deliver to IBM all papers, documents or other media which have been disclosed to you by IBM or which has been created by you from IBM Confidential Information. You shall have an appropriate agreement with your employees and/or subcontractors sufficient for compliance with the above provisions.

If the above conditions are acceptable, would you kindly secure execution in the space provided and return one such executed copy to a representative of IBM. THIS IS CONFIDENTIAL UNTIL DAY OF ANNOUNCEMENT.

ACCEPTED AND AGREED TO BY:

Company:	
Name:	
Signature:	
Date:	
E-mail address:	
Your privacy and e-mail information	
Please check the appropriate space:	
Please do not use my information collected here for future marketing communications beyond the scope of this transaction Yes, you may also send me this information by email.	g or promotional contacts or other