

GENERAL CONFIDENTIALITY AGREEMENT

This Agreement is entered into between ACG/CompuTech Direct (the "Company"), an Illinois corporation, with principal offices at 2155 Stonington Ave, Suite 215, Hoffman Estates, IL 60195, and

_____ (the "Client") whose principal place of business is _____.

WHEREAS, the Company desires to enter into a Agreement with the Client to score Client files with the ESI index, for the benefit of the Client (herein defined as "The Services"), and the Client desires to be so engaged;

WHEREAS, the Company and Client desire to prevent the unauthorized disclosure of information of a proprietary or confidential nature (the "Confidential Information" as defined herein) which is made known to or learned by the Client and Company during the course of initial evaluation and/or subsequent development and service there from; including the service agreement entered into between the parties herein identified; and

WHEREAS, the use of disclosed Confidential Information by any person or entity, or its disclosure to any person or entity, other than to the receiving party and its employees, or to a third party engaged by the receiving party and bound by the same terms and conditions herein, could be highly and irreversibly detrimental and damaging to the disclosing party.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Company, and the Client agree as follows:

1. As used in this Agreement, Confidential Information shall include but not be limited to the following:

any technical or business information of the disclosing party, including but not limited to information relating to mailing and distribution procedures, customer lists, financial information including sales and profitability, sales and marketing strategies and techniques, methods of doing business, business plans and operations, design and manufacturing processes and specifications, research and development, present and proposed products, product sources, packaging and pricing.

any technical design or methods of processing information which supports the creation of the ESI scoring data as appended to or otherwise provided to the Client's marketing files as provided by the Company; including but not limited to information relating to the source or process whereby the Client's lists are enhanced, including the information sources and the data they contribute, and the results in electronic form, or in reports returned to the Client.

The Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party.

2. The receiving party shall keep the Confidential Information confidential. Without the prior express written consent of the disclosing party, neither the receiving party nor any person or entity over which it has control will at any time, directly or indirectly: (a) disclose any of the Confidential Information to any person, firm or entity, or (b) use any of the Confidential Information for their own benefit, or for the benefit of a third party. The receiving party will take all necessary and appropriate steps, including but not limited to steps requested by the disclosing party, to insure that the secrecy of the Confidential Information will be maintained.

3. The receiving party will restrict disclosure of the Confidential Information to those employees or third party subcontractors of the receiving party to whom it is necessary or desirable to disclose Confidential Information in connection with the services provided by the Company, and will undertake all necessary and appropriate steps to insure that the secrecy of the Confidential Information given or divulged to such employees, or subcontractors will be maintained.

4. Whenever requested by the Client, the Company shall return all materials in its possession or under its control containing or relating to the Confidential Information, whether prepared by the Company, the Client, or other persons or entities.
5. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. The Company represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and further warrants the ESI index is its sole property and is free of any copy right or other intellectual infringement; notwithstanding the foregoing, the Client, represents, and agrees that accurate results obtained from use of The Services have not been promised or otherwise guaranteed by the Company to the Client. The Client represents and warrants that it has not falsely identified itself nor provided any false information and the Client data as provided pursuant to this agreement is the property of the Client unencumbered by any claims of ownership or leans by a third party.
6. Except with respect to the protection of Confidential Information identified above, in no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from the Client in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with The Services, including but not limited to the use or inability to use The Services, or for any results obtained from or through The Services, any error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.
7. This Agreement shall survive the termination or expiration of the Service Agreement entered into by the Company and the Client, and its underlying contract for performance of the Services. If at any time the receiving party breaches this Agreement or a breach appears to be an imminent possibility, the disclosing party shall be entitled to all legal and equitable remedies afforded it by law as a result, including injunctive relief, and may, in addition to any and all other forms of relief, recover from the receiving party all reasonable costs and attorneys' fees incurred by it in seeking those remedies.
8. This Agreement shall be binding upon the Company and the Client and upon their respective agents, representatives, successors and assigns, and shall be governed by the laws of the State of Illinois. This Agreement may not be changed in any way except by a written instrument signed by both the Company and the Client. If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.
9. This Agreement and any amendment hereto may be executed in any number of counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as an instrument under seal as of this date:
6/14/2010.

Client

ACG/CompuTech Direct

By: _____

By: _____

Print Name: _____

Print Name: Richard A Botthof

Print Title: _____

Print Title: President