

Dell Event Non-Disclosure Agreement

Thank you for your interest in participating in Dell's **Future of Computing Tour** to be held between **August 5, 2008, and December 2, 2008** ("Event"). You understand that, during the Event, Dell will be disclosing confidential and proprietary information including, but not limited to, information relating to Dell products, services, marketing, strategies, solutions, and other non-public information ("**Confidential Information**"). By participating in the Event, you agree as follows:

- 1. Confidentiality.** You will maintain the confidentiality of all Confidential Information for a period of two years after the Event, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. You will not disclose any Confidential Information to any employees or third parties, except to your employees, contractors, and agents who have a need to know and who are subject to legally binding obligations of confidentiality no less restrictive than those imposed by this Agreement. You will use the Confidential Information only for the purpose of, and in connection with, your business relationship with Dell.
- 2. Exclusions.** This Agreement imposes no obligation with respect to any Confidential Information which (a) you can demonstrate was already in your possession before receipt from Dell; (b) is or becomes publicly available through no fault from you; (c) you rightfully received from a third party without a duty of confidentiality; or (d) you independently developed without a breach of this Agreement. If you are required by a government body or court of law to disclose any Confidential Information, you agree to give Dell reasonable advance notice so that Dell may contest the disclosure or seek a protective order.
- 3. Return of Information.** Upon Dell's written request, you will promptly return all Confidential Information, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
- 4. Disclaimers.** DELL MAKES NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". TO THE EXTENT PERMITTED BY LAW, DELL DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, AND ASSUMES NO LIABILITY TO YOU FOR ANY DAMAGES OF ANY KIND IN CONNECTION WITH THE CONFIDENTIAL INFORMATION OR ANY INTELLECTUAL PROPERTY IN THEM.
- 5. Export compliance.** You will adhere to all applicable United States and foreign export control laws and regulations and will not export or re-export any technical data or products, to any proscribed country listed in the U.S. Export Administration regulations, or foreign national thereof, unless properly authorized by the U.S. Government.
- 6. Ownership.** No license or conveyance of any rights under any patent, copyright, trade secret, trademark or any other intellectual property right is granted under this Agreement except the limited rights set forth in Section 1 herein.
- 7. Remedies.** You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that Dell shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.
- 8. Governing law.** This Agreement is made under, and will be construed according to, the laws of the state of Texas.
- 9. Severability.** If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law.
- 10. Miscellaneous.** This Agreement does not create any agency or partnership relationship between you and Dell. You may not assign or transfer this Agreement without Dell's prior written consent. All additions or modifications to this Agreement must be made in writing and must be signed by you and Dell.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Date: ____/____/____