

Non-Disclosure and Hold Harmless Agreement
National Board Dental Examination Part 1: Dental Anatomy & Occlusion Preparation

This Nondisclosure and Hold Harmless Agreement (the "Agreement") is entered into by and between Dr. Charles Arcoria (Online Institute for Continuing Dental Education, known as "OICDE.com") and _____ (known as "Lessee"), for the purpose of preventing the unauthorized disclosure of Confidential Information relating to preparation materials that Lessee requires access to in studying for the NBDE-1 Exam, and to detail the Hold Harmless action as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which OICDE.com is engaged. All correspondence and electronic materials are deemed Confidential Information and cannot be disclosed by the lessee to another other party.
2. **Exclusions from Confidential Information.** Lessee's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of OICDE.com; (b) discovered or created by the Lessee before disclosure by OICDE.com; (c) learned by the Lessee through means other than from OICDE.com; or (d) is disclosed by Lessee with OICDE.com's prior written approval.
3. **Obligations of Lessee.** Lessee shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of OICDE.com. Lessee shall carefully restrict access to Confidential Information to other students, contractors and third parties as is reasonably required. Lessee shall not, without prior written approval of OICDE.com, use for Lessee's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of OICDE.com, any Confidential Information.
4. **Time Period.** The nondisclosure provisions of this Agreement shall survive the Agreement termination and Lessee's duty to hold Information in confidence shall remain in effect until this Information no longer qualifies as a trade secret.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture entity or employee of the other party for any purpose.
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. **Materials Available and Access.** After participant signs this non-disclosure and hold harmless agreement and payment is received, an e-mail will be sent to the Lessee with the access codes to each video/audio streamed file provided. All online materials are video/audio streamed to the Lessee's computer (there are no Powerpoint Files that are available for downloading). The Lessee has access for 1 (one) year after purchase to the online materials, or until the Lessee demonstrates written evidence of passing the exam. Lessee shall have continual access to e-mail questions from OICDE.com during the pre-exam time period. OICDE.com shall respond in a timely manner to all questions.
8. **Non-Guarantee of Result and Hold Harmless.** Lessee acknowledges and attests that the information provided by OICDE.com to Lessor shall not guarantee a result (i.e., passing grade) on the National Dental Board, Part 1 Examination. All electronic materials and communications between OICDE.com and Lessee shall be for information purposes only in assisting Lessee with study development for their specific examination date.

Each party has signed this Agreement below:

Lessee:

_____ (Signature) Date: _____
_____ (Typed or Printed Name)

OICDE.com:

 _____ (Signature) Date: _____

Dr. Charles J. Arcoria _____ (Typed or Printed Name)