By signing up you agree to the following:

The parties are entering into this Agreement as a material inducement to Company's engagement of Recipient services in connection with Company's on-line and print publication the "Exegesis" project, which will require the disclosure by Company of certain proprietary and confidential information to Recipient. Company is engaged in the business of developing intellectual property rights in relation to Exegesis and other literary materials, all of which constitutes the Proprietary and Confidential Information of Company that Company desires to keep confidential.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

1. Confidentiality. In reliance on Recipient's covenants herein, Company may disclose or give Recipient access to Proprietary and Confidential Information (as defined below). Recipient agrees not to disclose Proprietary and Confidential Information to any third party, nor to use Proprietary and Confidential Information for any purpose other than as directed by Company in connection with Recipient's services hereunder. Recipient's release, access to or use of disclosed Proprietary Confidential Information shall be restricted to those who have a need to know the Proprietary and Confidential Information in order to further the business of the Company. Recipient shall use at least the same degree of care to protect the secrecy or confidentiality of the Proprietary and Confidential Information as it uses to protect its own Proprietary and Confidential Information, but in all events use at least a reasonable degree of care.

2. Proprietary and Confidential Information. "Proprietary and Confidential Information" includes any and all information disclosed or made available to Recipient by Company (or by its officers, directors, members, employees, affiliates, licensees, successors, assigns, or agents) relating to the business of Company, its intellectual property rights, production or other strategic partners, its advertising/sponsorship strategies and related financial opportunities, whether in written, oral, magnetic, photographic, optical or other form and whether now existing or hereafter created, including, without limitation, all trade secrets, know-how, information, systems, technology, data, computer programs, processes, methods, operational procedures, plans, strategies or results, and other information of a similar nature that is not generally disclosed by Company to the public.

Proprietary and Confidential Information shall include, but is not limited to: any intellectual property owned or controlled by Company; names of all employees of the Company; promotional plans for any such intellectual property; the identity of third party companies that may elect to finance any intellectual property; production companies or other third parties working with such intellectual property or otherwise affiliated with or retained by Company in advancing such; and all data collected, compiled and/or aggregated relating in any way to the intellectual property, or otherwise.

Proprietary and Confidential Information shall not include any information which (i) is proven by written evidence to have been in Recipient's possession prior to disclosure by Company; (ii) is received in writing by Recipient from a third party having the right to disclose such information; (iii) is or hereafter becomes public knowledge through no act or fault of Recipient; or (iv) is proven by written evidence to have been independently developed by Recipient without access to the Proprietary and Confidential Information.

3. Ownership. All Proprietary and Confidential Information is and shall remain the property of Company. By disclosing information to Recipient, Company does not grant any express or implied right to Recipient to or under Company' scripts, copyrights, trademarks, patents or trade secret information.

4. Return of Materials. Any materials which have been furnished by Company to Recipient will be promptly returned, accompanied by all copies of such materials and any extracts, summaries or other material derived therefrom, after the business possibility or Purpose has been accepted, rejected or otherwise concluded, or as requested by Company.

5. Remedies. Both parties acknowledge and agree that the foregoing terms and conditions are reasonable and necessary for the protection of Proprietary and Confidential Information and to prevent damage or loss to Company (or to its officers, directors, members, employees, affiliates, licensees, successors, assigns, or agents). Both parties further agree that any breach or threatened breach of such provisions will cause Company irreparable harm for which there is no adequate remedy at law. Therefore, Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Proprietary and Confidential Information and that Company (as well as its officers, directors, members, employees, affiliates, licensees, successors, assigns, and agents) shall be entitled, in addition to any other remedies available, to injunctive or other equitable relief to require specific performance or prevent a breach of the foregoing confidentiality provisions as may be deemed proper by a court of competent jurisdiction.

6. Severability. To the extent that any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of this Agreement shall be unaffected.

7. Survival. The covenants of Confidentiality relating to the Proprietary and Confidential Information as set forth hereinabove shall survive the termination of this Agreement.

8. Assignment Prohibited. This Agreement will not be assignable by either party and neither party may delegate its duties hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9. Governing Law. This Agreement is to be governed and construed in accordance with the laws of California without regard to its rules on conflicts of laws. The parties hereby consent to the jurisdiction of the courts sitting in the State of California with venue in Los Angeles County, and the United States District Court in Los Angeles.

10. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter and supersedes all other oral or written representations and understandings.

Agreed to and Accepted as of the date and year first written above.

PHILIP K. DICK TESTAMENTARY TRUST