



COMPETITION CONFIDENTIALITY AGREEMENT

Confidential Software: _____
(and such other software later agreed to by Member and TopCoder)

Effective Date: _____

This Confidentiality Agreement is entered into the date set forth above (the "Effective Date") by and between TopCoder, Inc., 95 Glastonbury Blvd., Glastonbury, CT 06033 ("TopCoder") and the TopCoder member identified below ("Member").

A. TopCoder holds competitions among its members for the design and development of software programs. TopCoder wishes to keep confidential information about the design and development of the confidential software program(s) set forth above or later agreed to by TopCoder and Member (the "Confidential Software"). While participating in a competition with respect to the Confidential Software, Member has, has had, and/or will have access to confidential information about the Confidential Software, which may include (without limitation) requirements, design, purpose, architecture, software, source code, and tests for the Confidential Software, applications and customer(s) for the Confidential Software, and/or licenses, license keys or copies of third-party software ("Information").

B. For good and valuable consideration (including without limitation in consideration for and as a condition of Member's participation in a contest to design or develop a portion of the Confidential Software), receipt of which is hereby acknowledged, Member agrees to keep the Information confidential. Member agrees not to disclose the Information to any third party, or to use the Information for any purpose other than participation in the TopCoder competitions for the design and/or development of the Confidential Software. Member agrees to delete all copies of the Information from Member's computer following the competition for which the Information was provided.

C. Member is not obligated to keep confidential: (i) Information that is disclosed generally to the public or is in the public domain through no fault of the Member; (ii) Information approved for release by written authorization of TopCoder; or (iii) Information that is required by law or an order of any court, agency or proceeding to be disclosed, provided that the Member gives TopCoder reasonable notice and opportunity to obtain protection for such Information as available at TopCoder's expense.

D. Member agrees that any breach of this Agreement would cause irreparable damage to TopCoder. TopCoder shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent any violation of the Member's obligations hereunder.

E. Member agrees that additional Confidential Software may be included in and covered by this agreement with Member's approval in writing, by email, facsimile, by electronic confirmation on the TopCoder website, or by Member's participation in a competition for which the competition rules state that a Competition Confidentiality Agreement is required.

F. This Agreement may be executed in counterparts, which shall together constitute one agreement, and may be returned by mail, facsimile, or email, with any reproduction by reliable means considered an original. This Agreement shall be governed by the laws of the State of Connecticut and the United States of America without regards to its conflict of laws provisions. The parties hereby agree to submit to the jurisdiction of the federal and state courts of Hartford, Connecticut, USA for the resolution of any disputes regarding the subject matter of this agreement. The confidentiality obligations of this Agreement shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, Member and TopCoder have executed this agreement.

MEMBER

TOPCODER, INC.

Signature: _____

By: _____

Name: _____

Title: _____

Address: _____

TopCoder Handle: _____