[TopCoder]®

COMPETITION CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into by and between TopCoder, Inc., 95 Glastonbury Blvd.., Glastonbury, CT 06033 ("TopCoder") and the TopCoder member identified below ("Member") as of the date set forth below or if undated the date the signed agreement is communicated to TopCoder (the "Effective Date").

      A.   TopCoder holds competitions among its members for the design and development of software programs and/or other deliverables ("Software") that involve confidential information ("Confidential Competitions"). When participating in the Confidential Competitions, Member has, has had, and/or will have access to confidential information including (without limitation) requirements, designs, purpose, architecture, software, source code, data, specifications, and tests for the Software, applications, business plans, and/or customer(s) for the Software, and/or licenses, license keys and/or copies of software or content to be used with or included in the Software("Confidential Information").

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

      C.   Member is not obligated under this Agreement to keep confidential any Confidential Information that is: (i) disclosed generally to the public or is in the public domain through no fault of the Member; (ii) approved for release by written authorization of TopCoder; or (iii) 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 Confidential 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 this Agreement will apply to all competitions in which a Competition Confidentiality Agreement is required for participation.

      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, 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: _____
Address: _____
_____

Title: _____

TopCoder
Handle (Username): _____

Effective Date: _____