

**PROCTOR CONFIDENTIAL
INFORMATION AGREEMENT**

This Confidential Information Agreement is made today of by and between SOCIETY OF CABLE TELECOMMUNICATIONS ENGINEERS, INC. ("SCTE") and the Proctor Candidate.

WITNESSETH:

WHEREAS, the Proctor Candidate has applied to SCTE for approval to administer SCTE Certification exams on behalf of SCTE; and

WHEREAS, as a condition of said approval to administer SCTE Certification exams on behalf of SCTE, SCTE and the Proctor Candidate have entered into this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Confidential Information. The Proctor Candidate acknowledges that if SCTE grants approval to the Proctor Candidate, in the course of carrying out, performing and fulfilling Proctor duties for SCTE, the Proctor Candidate may have access to and be entrusted with detailed confidential information and SCTE Certification examination content. The Proctor Candidate acknowledges that all such confidential information and SCTE Certification examination content is the exclusive property of SCTE and shall be returned to SCTE upon termination of Proctor Candidate's eligibility to administer SCTE Certification exams on behalf of SCTE. The Proctor Candidate further acknowledges and agrees that it shall not disclose, use or exploit for any purpose whatsoever any confidential information or SCTE Certification examination content of which the Proctor Candidate has become aware in the course of its relationship with SCTE, its employees, customers, members, certification candidates or other Proctors. The Proctor Candidate shall return to SCTE all Confidential Information, SCTE Certification examination content and reproduction thereof, whether prepared by the Proctor Candidate or others, that are in the Proctor Candidate's possession immediately upon request. The term "Confidential Information" means any and all information, material, trade secrets and/or SCTE Certification examination content which is proprietary to SCTE and which the Proctor Candidate may obtain through any direct or indirect contact with SCTE, including without limitation, technical information, engineering data and specifications, SCTE Certification questions or answers, individual SCTE Certification examination results and pricing information. The Confidential Information has been developed or obtained by SCTE by an investment of significant time, effort and expense and the Confidential Information is a valuable, special and unique asset of SCTE and needs to be protected from improper disclosure.

2. Scope. SCTE has set forth the restrictions herein only to the extent necessary to protect SCTE from unfair competition and the compromise of the integrity of SCTE Certifications. The Proctor Candidate agrees that, however, if the scope or enforceability of the covenant not to compete is in anyway disputed at any time, a court or other trier of fact may

modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time.

3. Remedies. The Proctor Candidate acknowledges and agrees that in the event of a breach of the covenants, provisions and restrictions contained in this Agreement, SCTE shall abide by the SCTE Certification Disciplinary Process.

4. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Each of the covenants and agreements herein shall continue in full force and effect and shall have survived termination of the Proctor Candidate's employment for any subsequent agreement between the parties.