

Non-Disclosure Agreement

IMPORTANT: PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE TAKING THIS EXAM (the “Exam”).

The confidentiality obligations and other terms set forth below (the “Agreement”) are a contract between you and Magento. You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to continue with the exam.

The Agreement sets forth the terms and conditions of your use of the exam materials, which includes, among other things, the format of the exam, the questions, answers, worksheets, computations, drawings, diagrams and any communications, including verbal communication by any party, regarding or related to the exam and any derivatives thereof (the “Exam Materials”). **The disclosure to you of this Exam is subject to this Agreement.**

You understand, acknowledge and agree:

- That the Exam Materials (including copies thereof) are the exclusive property of Magento and are **Magento’s confidential information**; and no rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.
- That you may not disclose the Exam Materials or discuss any of the content of the Exam with any person, without prior approval from Magento;
- That you may not copy or attempt to make copies (written, photocopied, or otherwise) of any Exam Materials, including, without limitation, any questions or answers on the Exam;
- That you may not sell, license, distribute, or give away the Exam Materials, questions, or answers;
- That you have not purchased, solicited or used unauthorized (non-Magento sanctioned) Exam Materials, questions, or answers in preparation for the Exam;
- That your obligations under this Agreement shall continue in effect after the Exam and, if applicable, after termination of your credential regardless of the reason or reasons for termination and whether such termination is voluntary or involuntary.

You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Exam Materials and that, without waiving any other rights or remedies, Magento may seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond, in order to remedy or prevent disclosure or misuse of the Exam Materials.

Neither this agreement nor any right granted hereunder shall be assignable or otherwise transferable by you.

By clicking on the “Yes” button, you are consenting to be bound by the terms and conditions of this Agreement and state that you have read this Agreement carefully and you understand and accept the obligations which it imposes without reservation. You further state that no promises or representations have been made to induce agreement and that you accept this Agreement voluntarily and freely.