

## **EPEC NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (the “Agreement”), dated as of  
(the “Effective Date”) is made by and between Electoral Process Education Corporation (“EPEC”), and  
 (“[Party 2]”)  
(each a “Party” and collectively the “Parties”).

### **Recitals**

EPEC and [Party 2] desire to explore entering in a business relationship pursuant to which EPEC would provide certain data analysis services to [Party 2] (the “Purpose”) for 180 days from the agreement date.

In furtherance of the Purpose, it will be necessary for the Parties to share certain “Confidential Information,” including, but not limited to, code, technology, data, political and business strategies, financial information, operational processes, and other information.

The Parties desire to enter into this Agreement to provide for the protection of such Confidential Information.

### **Agreement**

In consideration of mutual disclosures of Confidential Information by the Parties to each other, and of the mutual promises contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties acknowledge, the Parties, intending to be legally bound, agree as follows:

1. **Definitions of Confidential Information.** “Confidential Information” means any and all information that is disclosed by a Party (the “Disclosing Party”) to the other Party (a “Recipient”) in connection with the Purpose, whether in writing, orally, visually, electronically or otherwise, including but not limited to any and all information concerning a Disclosing Party’s technologies, processes, discoveries, methods, patentable and unpatentable ideas, research or development efforts, trade secrets, formulas, and its business, financial or political operations or affairs, in whatever form or format created, disclosed, kept or otherwise existing, and whether in draft, revised, final or other status.

Also included is unique intellectual property consisting of data analysis of data that has been purchased from the Virginia Department of Elections in accordance with Virginia laws and regulations. Only certain persons and entities are qualified under Virginia Law to use this data and only for particular purposes. Confidential Information shall not include any information that (i) is or becomes publicly known through no act or omission of Recipient; (ii) is developed independently by Recipient without use of the Disclosing Party’s Confidential Information; (iii) is known by Recipient when disclosed by the Disclosing Party if Recipient does not then have a duty to maintain its confidentiality; (iv) is rightfully obtained by Recipient from a third party who does not owe the Disclosing Party a duty to preserve its confidentiality; or (v) is approved for disclosure by the prior written authorization of the Disclosing Party. Recipient shall have the burden of proving that information falls within one of the foregoing exceptions.

2. **Obligation of Confidentiality.** Recipient shall use the Disclosing Party’s Confidential Information only for the Purpose. And in regards to the data analysis data, the use must be in accordance with Virginia laws for the qualified entity. From the time that Confidential Information is disclosed to Recipient until

the time that such Confidential Information becomes publicly known through no act or omission of Recipient, Recipient shall not disclose Confidential Information to any person other than to its employees and professional advisors who have a need to know such information in connection with the Purpose, and who are bound by confidentiality obligations at least as protective of the Disclosing Party's Confidential Information as those set forth herein.

3. Confidentiality of Agreement. Except as otherwise permitted herein, Recipient shall not disclose to any person, without the prior written consent of the Disclosing Party, the fact that the Parties are conducting discussions with respect to the Purpose, including without limitation any of the terms, conditions, timing or likelihood of occurrence of any collaboration or other transaction.
4. Required Disclosure. Notwithstanding Article 2, Recipient may disclose Confidential Information to the extent required by a court or other governmental authority, provided that Recipient (i) notifies the Disclosing Party within 48 hours of receipt of the subpoena, demand, request or inquiry, (ii) cooperates with the Disclosing Party if the Disclosing Party seeks a protective order or other limitation on disclosure, and (iii) in the end, discloses only so much Confidential Information as it is required to disclose and no more.
5. No License. This Agreement is not intended and shall not be deemed to grant or convey to Recipient any license or other rights in or to Confidential Information of the Disclosing Party, including without limitation any intellectual property rights therein. All Confidential Information and all tangible embodiments of Confidential Information shall remain the exclusive property of the Disclosing Party.
6. Return of Confidential Information. Upon the written request of the Disclosing Party, and at the Disclosing Party's expense, Recipient shall return to the Disclosing Party, or shall destroy and certify in writing to the Disclosing Party that it has destroyed, all of the Disclosing Party's Confidential Information in its possession, custody or control, and all copies and reproductions thereof.
7. Injunctive Relief. The Parties acknowledge that Recipient's breach of this Agreement would cause the Disclosing Party irreparable injury for which it would not have an adequate remedy at law. In the event of a breach, or a threatened breach, of this Agreement, the Disclosing Party shall be entitled to injunctive relief in addition to all other remedies it may have at law or in equity, and the Recipient waives all objections and defenses it has or may have that would preclude or delay such relief.
8. Miscellaneous.
  - (a) The recitals are a substantive part of this Agreement.
  - (b) Nothing in this Agreement is intended or shall be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties, or as authorizing either Party to act as agent for the other.
  - (c) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. This Agreement may not be assigned without the prior written consent of the Parties.
  - (d) The provisions of this Agreement shall be binding upon the Parties and also upon their directors, officers and employees. If utilizes the services of one or more vendors or other agents in connection with the Purpose, shall require the vendor or other agent to agree in writing to protect EPEC's Confidential Information upon the same or more stringent terms and conditions than those provided in this Agreement.

- (e) This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules or principles. Any action to interpret or enforce this Agreement, or any part of it, shall be brought in a federal or state court of competent jurisdiction and proper venue in Virginia.
- (f) The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. The Parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.
- (g) This Agreement constitutes the entire agreement between the Parties concerning the disclosure of Confidential Information and supersedes all prior agreements, written or oral, between the Parties with respect to Confidential Information. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement that specifically references this Agreement and is signed by the Parties.

9. Termination. This Agreement shall expire automatically on the 180<sup>th</sup> day following the Effective Agreement Date, although either Party may terminate this Agreement earlier for convenience; provided, however, that the Parties' respective rights and obligations under Sections 2 – 7 shall survive for a period of two years following the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**ELECTORAL PROCESS EDUCATION CORPORATION**

**[PARTY 2]**

\_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Authorized by \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_