

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is entered into and effective as of the \_\_\_\_ day of October, 2005, by and between:

\_\_\_\_\_, having an office at

\_\_\_\_\_

and

Working Assets Funding Service, Inc., a California corporation, having an office at 101 Market Street, Suite 700, San Francisco, CA 94105 (“WAFS”).

**WHEREAS**, certain parties providing subscriber information to Working Assets and who sign this Agreement or one with identical provisions (the “Parties”) have the common goal of calculating the total number of subscribers/customers of the Parties and the number of subscriber/customers who are subscribers to more than one of the Parties (“Calculations”); and

**WHEREAS**, in order to make such calculations, the Parties contemplate exchanging confidential and proprietary information, including, but not limited to, customer information, internal corporate documents, and Calculations; and

**WHEREAS**, each Party agrees to protect the proprietary and confidential information of the other.

**NOW THEREFORE**, the Parties agree to the following terms and conditions of disclosure.

1. “Confidential Information” shall mean with respect to a party hereto (the “Disclosing Party”), collectively, all subscriber/customer information of any kind whatsoever including names, addresses, and other identifying information, in each case disclosed by the Disclosing Party to Working Assets or obtained by Working Assets through observation or examination of the foregoing and whether disclosed to or obtained by Working Assets on or after the date of this Agreement and Calculations.
2. Handling of “Confidential Information”
  - A. Working Assets acknowledges that the other Parties claim their respective Confidential Information as special, valuable and unique assets. Working Assets, acting for itself and on behalf of its officers, directors, agents, employees, and affiliates, shall not use any of the Confidential Information of the Disclosing Parties at any time except for the purpose described herein. Working Assets shall not disclose any of the Confidential Information other than on a need to know basis, as reasonably necessary for such evaluation, to its directors, officers, employees, attorneys, or consultants who are bound by written agreements with Working Assets to maintain the Confidential Information in confidence or who are otherwise under obligations of confidentiality to Working

Assets (collectively, the "Representatives"). Working Assets agrees to use the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it does not desire to have published, disseminated or otherwise disclosed.

- B. Calculations will be provided to all Parties. Each Party acknowledges that the Calculations are Confidential Information and a special, valuable and unique asset of each of the other Parties. The Receiving Party, acting for itself and on behalf of its officers, directors, agents, employees, and affiliates, shall not use any of the Confidential Information of the Disclosing Party at any time except for the purposes of evaluating its interest herein. Each Party shall only disclose the Calculations to its directors, officers, employees, attorneys, accountants, bankers, financial advisors or consultants who are bound by written agreements with the respective Party to maintain the Calculations in confidence or who are otherwise under obligations of confidentiality to the respective Party (collectively, the "Representatives"). Each Party agrees to use the same degree of care to protect the Calculations as it would employ with respect to its own information of like importance which it does not desire to have published, disseminated or otherwise disclosed. Notwithstanding the following the Parties may discuss the Calculations with Representatives of the other Parties.
3. The obligations of Paragraph 2 above shall not apply to any Confidential Information which:
- A. Is or becomes available to the public through no breach of this Agreement;
  - B. Was previously obtained by the Receiving Party with the knowledge and authorization of the Disclosing Party and without an obligation to hold it in confidence;
  - C. Is received from a third party without restrictions regarding disclosure, unless the Receiving Party has actual knowledge that such third party is not authorized to disclose such information without restriction;
  - D. Is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
  - E. Is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
  - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure and only if the Recipient first notifies the Disclosing Party (if legally permitted to do so) so that Disclosing Party may have the opportunity to seek an appropriate protective order.; or
  - G. Is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order (if legally permitted to do so) so that Disclosing Party may have the opportunity to seek an appropriate protective order.

4. Confidential Information provided by the other Parties to Working Assets, including permitted copies, shall be deemed the property of the Disclosing Party. Upon termination of this Agreement or within twenty (20) days of providing the "Calculations" to the other Parties, Working Assets shall either return to the Disclosing Party or destroy (if so requested) the Confidential Information provided by the other Parties, including all copies thereof, on each and any storage medium whatsoever.
5. The Parties agree that Confidential Information is valuable information, the unauthorized disclosure of which would cause irreparable injury for which there would be no adequate remedy at law. The Parties agree that the Disclosing Party shall be entitled, without waiving any additional rights or remedies otherwise available at law or at equity or by statute, to seek injunctive and other equitable relief in the event of a breach or intended breach of this Agreement.
6. This Agreement shall be effective as of the date first written above and shall continue for a period of one year, unless earlier terminated by written notice of one of the parties on thirty days written notice. All obligations undertaken respecting Confidential Information shall survive termination of this Agreement for a period of five years from date of termination.
7. The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with another party.
8. This Agreement does not create a partnership, joint venture, or other legal entity or relationship between the Parties. Neither party has the authority to bind the other to any third party.
9. No patent, copyright, trademark or other proprietary right is hereby licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.
10. This Agreement may not be assigned by either party without the prior written agreement of the other, except to an affiliate or in conjunction with a sale of all or substantially all of the assets to which this Agreement applies. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Agreement shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.
11. If any provision of this Agreement shall be held invalid or unenforceable, such provisions shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
12. A failure by either party to insist upon strict compliance with any of the terms of this Agreement in any instance shall not be construed as a waiver of such terms in the future.
13. The Receiving Party's evaluation of the Confidential Information of the Disclosing Party shall be at its own risk. The Receiving Party shall hold harmless and indemnify

the Disclosing Party against any and all claims, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liabilities of every kind arising from any use made by the Receiving Party of such Confidential Information.

14. Each Disclosing Party warrants that it believes that (i) it is the owner or licensee of its Confidential Information and (ii) it has the right to enter into the Agreement without any breach of its obligations to others. Each Disclosing Party makes no other warranty relating to the Confidential Information and the use to be made thereof by the Receiving Party and disclaims all implied warranties.
15. Each party shall comply with the applicable export laws and regulations of the United States with respect to any information received under this Agreement and hold harmless the other party.
16. This Agreement shall be governed in accordance with the substantive laws of the State of California, without reference to California's principles of conflicts of laws.
17. This Agreement is the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
18. The representatives whose signatures appear below individually warrant that they are authorized to sign this Agreement on behalf of their respective parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

_____	<b>Working Assets Funding Service, Inc.</b>
Company Name	
_____	_____
Signature	Signature Becky Bond
_____	_____
Name	Name Creative Director
_____	_____
Title	Title July 15, 2005
_____	_____
Date	Date