Democratic National Committee

Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (this "***Agreement***") is made and entered into as of March 30, 2010 by and between the Democratic National Committee (the "***Committee***") and InfoGroup (the "***Recipient***").

# **Purpose.** The parties wish to engage in discussions and negotiations regarding list valuation(the "***Purpose***") and in connection with this Purpose, the Committee may disclose to the Recipient certain confidential political, strategic, technical and business information that the Committee desires the Recipient to treat as confidential.

# "**Confidential Information**" means any information related to the business, strategies, operations, or other affairs of the Committee or its affiliates that is not generally available to the public, that becomes known by the Recipient in connection with the Purpose. Without limiting the generality of the foregoing, Confidential Information includes information relating to list valuation trade secrets, products, services, finances, business plans, marketing plans, operational plans, political plans, political affairs, legal affairs, prospects, opportunities, research, vendors, suppliers, donor information, contacts, lists, voter data, contributors, contracts or assets of the Committee or its affiliates. Confidential Information also includes any information that has been made available to the Committee by any third party and which the Committee is obligated to keep confidential. Notwithstanding the foregoing, Confidential Information will not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the Committee to the Recipient through no action or inaction of the Recipient; (iii) is already in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records prior to the time of disclosure; (iv) is obtained by the Recipient from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the Recipient without use of or reference to the Committee's Confidential Information, as shown by documents and other competent evidence in the Recipient's possession; or (vi) is required by law to be disclosed by the Recipient, provided that Recipient will give the Committee written notice of such requirement prior to disclosing so that the Committee may seek a protective order or other appropriate relief.

# **Non-use and Non-disclosure.**  Recipient agrees not to use any Confidential Information except as strictly necessary to accomplish the Purpose or to evaluate and engage in discussions concerning the Purpose, or other use approved in advance in writing by the Committee. Recipient agrees not to disclose any Confidential Information to third parties.

# **Maintenance of Confidentiality.**  Recipient agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient will take at least those measures that it takes to protect its own most highly confidential information. Recipient may only disclose the Confidential Information to its employees, agents, or affiliates who have a need to know such Confidential Information as necessary to accomplish the Purpose; Recipient shall be responsible for ensuring that any such employees, agents, or affiliates to whom it discloses Confidential Information will comply with the terms of this Agreement. Recipient will not make any copies of the Confidential Information except as strictly necessary to accomplish the Purpose. Recipient will reproduce the Committee's Confidential Information and/or proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. Recipient will immediately notify the Committee in the event of any unauthorized use or disclosure of the Confidential Information.

# **Communications with the Media.** Without limiting the above obligations, Recipient shall not share any Confidential Information with the press or media, or communicate with the press or media regarding the Purpose without prior written approval from the Committee.

# **No Obligation.**  Nothing herein will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions or other activities related to the Purpose as contemplated by this Agreement, unless the parties have agreed otherwise in a separate written agreement.

# **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

# **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information, and all copies thereof which are in the possession of the Recipient, will be and remain the property of the Committee and will be promptly destroyed or returned upon the earlier of the Committee's written request or upon the conclusion of any relationship between the parties related to the Purpose.

# **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor will this Agreement grant either party any rights in or to the other party’s Confidential Information except as expressly set forth herein.

# **Term.**  The obligations hereunder will survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient.

# **Remedies.** Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Committee and the Committee's business, and expressly agrees that monetary damages would be inadequate to compensate the Committee for any breach by Recipient of any covenants and agreements set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Committee and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Committee will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

# **Miscellaneous.**  This Agreement will bind and inure to the benefit of the parties hereto and the Committee's successors and assigns. This Agreement will be governed by the laws of the District of Columbia, without reference to conflict of laws principles to the contrary. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

# **Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement will remain valid and enforceable as though such term were absent upon the date of its execution.

**Democratic National Committee**  **Recipient**

(Signature) (Signature)

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(Printed Name/Title) (Printed Name/Title)

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