

NATIONAL CAPITOL COMMUNICATIONS



Non-Disclosure Agreement

Your Name/Company Name: _____

Address: _____

Email Address: _____

By accepting electronically or by signing, you agree to the terms of this Nondisclosure Agreement (this “Agreement”) on behalf of yourself (the undersigned) or any entity (Company) you hereby listed above for the benefit of National Capitol Communications, LLC (NCC) and its Affiliates, including Mid-Atlantic React, and represent and warrant that you are authorized to bind yourself or your Company to this Agreement.

In connection with your provision or acquisition of products, services, or content to or from NCC, you may receive information on NCC’s operations and businesses. In consideration of the receipt of such information, the undersigned agrees as follows:

1. Confidential Information. “Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and “Confidential Information” means all nonpublic information relating to NCC or disclosed by NCC or its Affiliates to the undersigned, its Affiliates or agents of any of the foregoing that is designated as confidential or that,

given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. Exclusions. Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the undersigned at the time of its receipt from NCC, (iii) is disclosed to the undersigned from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the undersigned without reference to any Confidential Information.

3. Use of Confidential Information. The undersigned may use Confidential Information only in pursuance of its relationship with NCC. Except as provided in this Agreement, the undersigned will not disclose Confidential Information to anyone without NCC's prior written consent. The Undersigned will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. Company Personnel. If the undersigned represents a company (as listed above), said Company will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Company will ensure that its employees, subcontractors and Affiliates comply with this Agreement.

5. Disclosures to Governmental Entities. The undersigned may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if the undersigned (i) gives NCC prior written notice sufficient to allow NCC to seek a protective order or other remedy (except to the extent that the undersigned compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of NCC. NCC's disclosure of Confidential Information will not constitute an express or implied grant to the undersigned of any rights to or under NCC's copyrights, trade secrets, trademarks, or other intellectual property rights. The undersigned will not use any trade name, trademark, logo or any other proprietary rights of NCC (or any of its Affiliates) in any manner without prior written authorization of such use by NCC (or its applicable Affiliate).

7. Notice of Unauthorized Use. The undersigned must notify NCC immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. The undersigned will cooperate with NCC in every reasonable way to help NCC regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Confidential Information. The undersigned will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following NCC's written request.

9. Injunctive Relief. The undersigned acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to NCC as to which monetary damages may be difficult to ascertain or an inadequate remedy. The undersigned agrees that NCC will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. Scope; Termination. This Agreement covers Confidential Information received by the undersigned prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that undersigned's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information does not otherwise fall within an exclusion described in Section 2.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. The undersigned may not assign this Agreement without NCC's written consent.

12. Governing Law. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the state and country in which it was executed, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts where NCC operates, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts.

13. Notices. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission, or certified mail. Notices to the Undersigned will be delivered to the address set forth above. Notices to NCC will be delivered to the attention of "General Counsel" and sent to: 1019B Edwards Ferry Road #1128, Leesburg, VA 20176.

Individual/Company Signature

Date

NCC Representative Signature

Date