



NONDISCLOSURE AGREEMENT

In connection with your relationship to the Lehigh County Democratic Party ("the Party"), the Party has allowed you access, or may allow you to access, confidential, political, technical or other information, including lists, materials and/or ideas, and specifically, Vote Builder ("Proprietary Information"), which term shall include, without limitation, anything you learn or discover as a result of exposure to, or analysis of, any Proprietary Information provided by, or exposed to you by, the Party).

In consideration of any such exposure and/or disclosure, and for other good and valuable legal consideration hereby acknowledged, you agree as follows:

1. You will hold in confidence and will not possess or use (except as instructed and, only in the best interests of the Party), or disclose any "Proprietary Information". This confidential use or possession does not grant you a license in or to any of the Proprietary Information.
2. If you are asked by the Party, you will promptly return all Proprietary Information and all copies, extracts, discs, memorializations and any other objects or items in which Proprietary Information may be contained or embodied.
3. You will promptly notify the Party of any unauthorized release, disclosure or use of Proprietary Information, intended or unintended, of which you may become aware.
4. You understand that this Agreement does not obligate the Party to disclose any information or negotiate or enter into any agreement or relationship with you. You will strictly abide by any and all Instructions and restrictions provided by the Party from time to time with respect to Proprietary Information or, party strategy or systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you or the Party uses to store any Proprietary Information or to access Party-related systems and, ensure that no other person has or obtains access thereto.
5. The terms of this Agreement will remain in constant and continuing effect with respect to any particular Proprietary Information from the moment of your exposure to same.
6. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause immediate and irreparable harm to the Party for which damages are not an adequate remedy, and that the Party shall therefore be entitled to equitable relief in addition to all other remedies available at law.
7. This Agreement is personal to you, is non-assignable by you, is governed by the laws of the Commonwealth of Pennsylvania and may be modified or waived only in writing signed by both you and the Lehigh County Democratic Party Chairman. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.
8. If you are an agent of a campaign, the obligations contained within this Agreement shall apply to every member of the campaign with whom you have shared or who otherwise have been



exposed to the Proprietary Information referred to in this agreement, and for whom you agree to be personally responsible.

9. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorney's fees and costs.

Intending to be bound, the parties hereto have Signed and Sealed this Nondisclosure Agreement this _____ day of _____, 20__.

A handwritten signature in black ink that reads "Lori McFarland". The signature is written in a cursive style and is positioned above a horizontal line.

Lori McFarland

Chair, Lehigh County Democratic Committee

Printed Name

Signature