

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Between the Pacifica Foundation and

_____, (“Company”),
with Corporate Address at _____,
_____ (City), _____ (State) and _____ (Zip Code).

The Pacifica Foundation has granted Company a non-exclusive and Limited Use License of the WBAI Listener-Sponsored and Staff Membership Lists (heretofore “Membership Lists”), only for the purpose of fulfilling the mailing of promotional materials (printed) and/or electronic communications (email) to WBAI members via postal service and/or via email that Company has been contracted to complete on behalf of

_____.
In consideration of the covenants and terms contained herein, the parties hereby agree as follows: Company and Company owner(s) acknowledge and agree to the following:

_____ Company is an independent and registered mailing house company in good standing with the local and state governments.

_____ The Membership Lists are confidential and they are the sole and exclusive property of the Pacifica Foundation, and as such, these Membership Lists are protected by United States Copyright, Trade Secrets and other laws.

_____ Company agrees not to sell, use, re-use, reproduce by any means, make available to others directly or indirectly, distribute, disclose, or otherwise utilize the Membership Lists and/or information contained therein, except as authorized under this Agreement.

_____ This agreement does not authorize Company to sell, use, re-use, distribute, disclose or otherwise utilize reproduce by any means, make available to any person(s) directly or indirectly, distribute, disclose, or otherwise utilize the Membership Lists for any other purpose. “Any person(s)” herein also applies to and includes any person, persons and/or entity associated directly or indirectly with the mail-out (physical and/or electronic).

_____ Company will make sure and guarantee that any mail-out (physical and/or electronic) sent to the WBAI membership shall include the following disclaimer: “This communication has not been paid for by the WBAI LSB or the Pacifica Foundation. It is a campaign communication distributed by or on behalf of [name or slate]. Otherwise, it has no affiliation with or endorsement by the WBAI LSB or the Pacifica Foundation.

_____ Upon completion of the printing of mail-out and/or the sending of the electronic email to WBAI members, Company will make sure and will guarantee that all Membership Lists received from the Pacifica Foundation (by any means) will be immediately and completely deleted, destroyed and discarded in such a way that no one can access, use, re-use, copy, distribute any data (in whole or in part) by any means (physical and/or electronic) for any purpose.

In the event that Company violates any term of this Agreement, Company agrees that Pacifica Foundation shall be entitled to recover costs, damages, and attorney’s fees occasioned by actions to enjoin violation of this Agreement and in pursuing damages and any other relief. It is

the specific intent of the parties that the court has jurisdiction and authority under this License Agreement to award all available relief including each element of the foregoing.

Signature below indicates complete acceptance of the above conditions and constitutes a contract between the Pacifica Foundation and the Company.

This Agreement is made on the day of signature indicated below between the Pacifica Foundation and _____(Company).

Company Name: _____

Owner's Printed Name: _____

Owner's Signature: _____

Date: _____ Email: _____

Telephone Number: _____

Individually: _____

Date: _____