



MUTUAL NON-DISCLOSURE AGREEMENT

Table with 2 columns: Station Reference Information and empty space.

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into, and effective as of _____ (the "Effective Date"), by and between _____ (Name), including their respective parents, subsidiaries, affiliates, partners, agents, representatives, successors and assigns, and their respective successors and assigns and Beth Griffin, of Griffin Media Brokers, including its parents, subsidiaries, affiliates, members, agents, representatives, successors and assigns, and their respective successors and assigns.

1. Confidential Information. "Confidential Information" means all confidential and/or proprietary information disclosed or made available by one party to the other, including but not limited to, (a) business plans, financial reports, financial data, employee data, customer lists, forecasts, and all other business information; (b) the identity of the owners of either party; and (c) software or firmware code, semiconductor or printed circuit board layout diagrams, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of the disclosing party or of third parties to whom the disclosing party has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by the receiving party that are based on or contain any of such information, as well as the parties names and identities, the existence of this Agreement and the existence and progress of the Purpose (described in Section 4 below).

2. Identification of Confidential Information. Information will be considered to be Confidential Information and protected under this Agreement if it is identified either verbally or in writing as "confidential" or "proprietary" at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.

3. Protection of Confidential Information. Each party acknowledges that the other party claims that its Confidential Information is a valuable and unique asset and agrees to the following:

(a) Unless otherwise provided herein, during the term of this Agreement and after the expiration or termination thereof, the receiving party: (i) will not disclose the Confidential Information to any third party; (ii) will only disclose the Confidential Information to its employees or representatives if said employees or representatives have a need to know the Confidential Information for use in carrying out the Purpose of this Agreement as defined herein (it being understood that the receiving party will inform its employees and representatives of the confidential nature of such Confidential Information and will be responsible for any breach of this Agreement by said employees or representatives); and (iii) will use the Confidential Information only for the Purpose of this Agreement and will not use it for the receiving party's or any third party's benefit or to the disclosing party's detriment; provided, however, that with respect to trade secrets the receiving party's obligations of non-disclosure and non-use will be perpetual. The receiving party will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.

(b) The receiving party's obligations under this Agreement with respect to particular information do not apply to the extent that: (i) the disclosing party authorizes the receiving party in writing to disclose such information; (ii) the receiving party can establish by documentary proof that it knows such information at the time of disclosure by the disclosing party, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information is or becomes generally known in the relevant industry without fault of the receiving party; or (iv) the receiving party rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations. However, even if certain information is already known, the disclosing party's use of it (including the fact of the party's use and the manner and results of use) may not be and thus may be considered to be Confidential Information.

(c) If the receiving party is subject to judicial or governmental proceedings, requiring disclosure of particular Confidential Information, then, prior to any such disclosure, the receiving party will provide the disclosing party with reasonable prior notice and will obtain, or provide the disclosing party with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.

4. Purpose. Confidential Information of each party may only be used to evaluate possible business opportunities and a business relationship between the parties (the "Purpose").

5. Return of Confidential Information. All Confidential Information fixed in a tangible form of the disclosing party remains the property of that party and will be returned to it or destroyed at its request. Within thirty (30) days of receiving such a request from the disclosing party, the receiving party will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. No License or Warranty. No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

7. No Inducement or Commitment. Each party will determine in its sole discretion the information to be disclosed to the other party. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement with respect to such opportunities.

8. Term & Termination. This Agreement will be effective from the Effective Date and will continue for a period of one (1) year, unless sooner terminated in writing by either party to the other. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive the termination or expiration of this Agreement. The parties may agree in writing to extend the term of this Agreement.

9. Jurisdiction & Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, exclusive of its choice of law principles.

10. Survival. The non-use, non-disclosure, non-consulting and non-competition provisions set forth in this Agreement will survive termination or expiration of this Agreement.

11. Entire Agreement. This Agreement contains the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the right to require performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect.

12. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated or redacted to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

13. Counterparts. This Agreement may be executed in one or more counterparts. Furthermore, facsimile signatures will be treated and effective as original signatures.

14. Construction. The parties agree that this Agreement has been negotiated fairly between them and that the provisions of this Agreement should not be construed against one party or the parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

15. General. Each party will comply with all applicable laws, rules and regulations. Any notice under this Agreement, if sent to the party entitled to such notice at the address set forth below, will be deemed to have been provided three (3) days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by national overnight service.

Name: _____

Company: _____

X _____

X _____

Beth Griffin, Griffin Media Brokers