

**LEADING EDGE – VOTER FILE  
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

This Confidentiality & Non-Disclosure Agreement (“Agreement”) is entered into and effective on the last date executed by both parties hereto (the “Effective Date”) between Leading Edge Data, on behalf of itself and its affiliates (“Provider”) and the undersigned (“Recipient”). The parties desire to discuss and may each provide to the other certain confidential and proprietary information for the purpose of [Political Campaign], consistent with state law, as defined by Elections Code § 2194, Cal. Code of Regulations § 19003, and Gov. Code § 6254.4 (“Approved Purpose”). The parties agree to the following terms with respect to the treatment and use of such information.

**1. Definition of Confidential Information.** (a) As used in this Agreement, the term “Confidential Information” means information that has been or that may be disclosed, in either oral, written, graphic, electronic or any other form, by one party (the “Provider”) to the other (the “Recipient”), including, but not limited to, voter registration information maintained and procured by the California Secretary of State (“SOS”) consisting of voter data, statistics, reports, statements, lists, tabulation and analysis of data (“Voter Data”); Provider information and products, such as programs, databases, inventions (whether or not eligible for legal protection under patent, trademark, or copyright laws) research and development; work in progress; and any other document marked “confidential” (collectively, “Confidential Information”). The existence of the Approved Purpose is considered Confidential Information of both parties. (b) The term “Confidential Information” does not include information that: (i) was in the public domain prior to the Effective Date of this Agreement or subsequently came into the public domain through no fault of the Recipient; (ii) was lawfully received by the Recipient from a third party not, to the Recipient’s knowledge, subject to any contractual or fiduciary duty not to disclose; (iii) was already known or in the possession of the Recipient prior to receipt thereof from the Provider, as evidenced by the Recipient’s written records; or, (iv) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed by Provider. If the Recipient is compelled by law, governmental regulation, court order or other legal process to disclose any Confidential Information of the Provider, the Recipient will only disclose Confidential Information which, based on the advice of its legal counsel, is required to be disclosed to comply with such request; provided, however, prior to any such disclosure the Recipient will: (A) provide the Provider and the SOS with prompt prior written notice of such compelled disclosure (to the extent legally permitted) and (B) it provides the Provider and SOS with reasonable assistance if the Provider and/or SOS determines in its discretion to contest the disclosure.

**2. Confidentiality.** The Recipient agrees: (a) not to sell, lease, loan, or deliver possession of the Voter Data, or a copy thereof, or any portion thereof, in any form or format, to any person, organization, or agency without first submitting a request to Provider and receiving written authorization from Provider and/or SOS to release such Voter Data; (b) to maintain Voter Data in a secure and confidential manner and notify Provider and SOS immediately of any breach or violation; (c) to pay to the State of California, as compensation for any unauthorized use of each individual’s registration information contained within Voter Data, an amount equal to the sum of fifty cents (\$.50) multiplied by the number of times each registration record is used by the Recipient in an unauthorized manner (Cal. Code of Reg. §§ 19001-19009); and, (d) be responsible for any breach of the terms hereunder by the Recipient or any person who receives or has access to any Confidential Information of the Provider and/or Voter Data through the Recipient. Further, Recipient understands that it is a

misdeanor for a person in possession of Voter Data to use or permit the use of all or any part of the information for any purpose other than as permitted by law (Elections Code § 18109).

**3. Duty of Care.** The Recipient shall exercise a reasonable level of care that, at a minimum, will equal or exceed the level of care it would exercise to safeguard its own Confidential Information with regard to Confidential Information received from the Provider.

**4. No License or Warranty.** All Confidential Information disclosed by the Provider shall remain the property of the Provider. Nothing in this Agreement shall be construed as granting any license or right under any patent, copyright, trade secret or otherwise, nor shall this Agreement impair the right of either party to contest the scope, validity or alleged infringement of any patent, copyright or trade secret. The Provider does not make any warranty or representation whatsoever as to the accuracy or completeness of such Confidential Information.

**5. Term and Termination.** This fully executed Agreement shall commence on the Effective Date and shall continue to be in effect for [End of the Political Campaign] following the Effective Date; provided, however, the obligations of any Recipient as set forth in this Agreement will survive any termination or expiration of the Agreement. Upon termination of this Agreement or the reasonable written request of the Provider, the Recipient shall return or destroy all documents or other matter furnished by the Provider to the Recipient constituting Confidential Information (including all copies, notes, electronic or other records, in any medium whatsoever of Confidential Information) and upon reasonable written request, the Recipient shall confirm in writing to the Provider that it has not retained any such Confidential Information in any medium whatsoever.

**6. Injunctive Relief and Costs of Enforcement.** Each party acknowledges that any breach of this Agreement would cause irreparable harm to the other which would be difficult, if not impossible, to quantify in monetary damages. The Recipient consents to the grant of immediate injunctive relief to the Provider upon material breach of this Agreement, in addition to all other remedies available in equity and at law. The Recipient waives any requirement that the Provider posts a bond in connection with any application for or order granting injunctive relief. The prevailing party shall be entitled to recover its costs of suit and reasonable expenses in any suit to enforce this Agreement.

**7. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to any conflict of laws principles. Both parties consent to the exclusive jurisdiction of the state or federal courts located in Stockton, San Joaquin County, California for the resolution of disputes under this Agreement. This Agreement may be modified only in a writing signed by the parties. This Agreement may not be assigned without the prior written consent of the other party. This Agreement supersedes all prior understandings of the parties relating to Confidential Information.

**PROVIDER:**

BY: \_\_\_\_\_  
NAME: Leading Edge  
TITLE: CEO  
DATE: \_\_\_\_\_

**RECIPIENT:**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
FPPC or FEC NO: \_\_\_\_\_  
CAMPAIGN \_\_\_\_\_  
DATE: \_\_\_\_\_