

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

VOLUNTEER: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

Mercury One Inc. ("Mercury One") provides humanitarian aid, disaster relief, and support for education initiatives. As a Volunteer for Mercury One, the undersigned ("Volunteer") may be granted access to certain confidential and proprietary information (as defined in Section 1 below). In order to protect such Confidential Information and as a condition to Mercury One providing Volunteer with access to such Confidential Information, Volunteer agrees to the terms and conditions of this Confidentiality and Nondisclosure Agreement (the "Agreement"), effective as of the Effective Date set forth above:

1. As used in this Agreement, the term "Confidential Information" means and includes any and all information about Glenn Beck; and/or Mercury One, its affiliates, directors, officers, donors, Volunteers, vendors and commercial partners, including without limitation: (i) confidential personal and/or business information and business secrets of Mr. Beck, Mercury One, its directors, officers and donors and/or Mercury One's affiliates and their directors, officers and clients; (ii) trade secrets of Mercury One; (iii) Mercury One's business strategies, existing or future programming plans and fundraising information; (iv) Mercury One's lists and reports; (v) Mercury One's operations, financial and personnel information; (vi) plans, prospects, policies, practices, and procedures of Mercury One which are not generally known in the industry; (vii) licenses and agreements of any nature; and (viii) all other proprietary and confidential information of every nature and source.
2. Volunteer understands and agrees that all Confidential Information is subject to this Agreement whether provided directly to the Volunteer or not, whether Volunteer is given access to the Confidential Information or not, or whether inadvertently disclosed to or not.
3. Volunteer understands and agrees that all Confidential Information, and every portion thereof, however stored, compiled, or collected, and whether in tangible or intangible form, constitutes the valuable proprietary and intellectual property of Mercury One and/or its affiliates.
4. Volunteer understands and acknowledges that the provision of services to those economically or traditionally disadvantaged or persecuted for religious beliefs, or to support veterans largely depends upon the public's trust. Any direct or indirect disclosure of Confidential Information to anyone outside Mercury One would threaten Mercury One's mission and its operations, cause the public to lose trust in Mercury One and would do damage, monetary or otherwise, to Mercury One's mission. Volunteer expressly acknowledges the confidential and proprietary nature of the Confidential Information constitutes a protectable interest of Mercury One.
5. The Confidential Information is being furnished without liability on the part of Mercury One or any of its Representatives. This Agreement creates no obligation on the part of Mercury One to furnish any information to the Recipient. However, the actual dissemination of, or access to,

Confidential Information pursuant to the terms of this Agreement shall serve as consideration for the covenants made hereunder.

6. Volunteer agrees to forever keep the Confidential Information, and all documentation and information relating thereto, strictly confidential. Specifically, except as expressly authorized by the prior written consent of Mercury One, Volunteer agrees:
  - a. not to divulge, disclose, provide or disseminate or allow to be divulged, disclosed provided or disseminated Confidential Information to any third party at any time;
  - b. not to use or allow to be used Confidential Information for the benefit of any person or entity other than Mercury One;
  - c. not to make or allow to be made copies of or otherwise reproduce the Confidential Information, in whole or in part, for any reason, except as reasonably required in connection with the Volunteer's service to Mercury One;
  - d. not to remove or allow to be removed Confidential Information from Mercury One's premises;
  - e. to take reasonable steps to maintain the secrecy of Confidential Information, including, but not limited to, maintaining the physical security of Confidential Information by using locked drawers, computer passwords and marking documents as "Confidential;"
  - f. to refrain from discussing Confidential Information with anyone other than personnel or representatives of Mercury One;
  - g. to refrain from discussing the business of Mercury One or its officers, directors or donors in public places or common areas;
  - h. to take reasonable efforts to avoid inadvertent disclosure caused by things including, but not limited to, open doors, speaker phones, etc.;
  - i. when destroying documents containing Confidential Information, to take the appropriate steps to ensure that such destruction is done properly;
  - j. to return to Mercury One Confidential Information in Volunteer's possession upon completion of any work for Mercury One requiring the Volunteer to have access to such Confidential Information; and
  - k. to return to Mercury One all Confidential Information upon completion of the Volunteer's relationship with Mercury One.
7. Volunteer shall immediately notify Mercury One in the event of any unauthorized use or disclosure of the Confidential Information.

8. Volunteer is not authorized, without the prior written consent of Mercury One, to use in advertising, publicity, public communications or otherwise (including, but not limited to, any press releases, sales materials, product literature, web sites, or using the relationship with Mercury One that is established under this Agreement for the purpose of soliciting funds from current or potential donors) the name of Mercury One or its directors, officers, managers, staff members, Volunteers, employees, or agents thereof, or any trade name, trademark, service mark, symbol, or logo, or any abbreviation, contraction or simulation thereof, owned by any thereof, without Mercury One's prior written consent. For purposes of the foregoing, any reference to Mercury One will be deemed to include its affiliates.
9. Notwithstanding Section 10 below, Volunteer agrees that any violation or threatened violation of this Agreement will cause immediate and irreparable injury to Mercury One, entitling Mercury One to all available legal remedies, including equitable remedies, injunction, restraint and such other relief as a court or arbitrator (if emergency relief is available through the means described in Section 10) may grant (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of, and/or to specifically enforce this Agreement, and that neither the Volunteer nor his or her representatives or agents shall oppose the granting of such relief.
10. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof (hereinafter, a "Dispute") that cannot be resolved between Volunteer and Mercury One within fourteen (14) days will be submitted for binding arbitration with a mediator in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries, in Maricopa County, Arizona. The arbitration shall be conducted in Dallas, Texas or such other location as is agreed upon by the parties. Any award of damages, orders for injunctive relief, and/or decrees for specific performance shall be entered in any court of competent jurisdiction.
11. Volunteer further agrees that, in the event Mercury One may prevail in any litigation arising from this Agreement, then Mercury One shall be entitled to recover its reasonable legal fees incurred in connection with such litigation, including any appeal therefrom, and including any further litigation brought to enforce a judgment in Mercury One's favor.
12. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, between the parties relating to the subject matter hereof.
13. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Volunteer and the Executive Director of Mercury One, whom Volunteer understands is the only individual authorized by Mercury One to make modifications to this Agreement.
14. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the remainder of this Agreement shall remain valid and enforceable to the extent feasible.

15. Any waiver of any provision of this Agreement by Mercury One shall not operate as a waiver of any other provision of this Agreement.
16. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW.**

**VOLUNTEER:**

**Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_