



Nondisclosure Agreement

In connection with your participation in and/or involvement with Women in Sports and Events, Inc. (including any chapter(s) thereof, collectively, "WISE", and any such participation and/or involvement with WISE, the "Relationship"), WISE has disclosed, or may disclose, to you certain Proprietary Information (as defined below).

In consideration of any such disclosure of Proprietary Information, you agree as follows:

1. Use of Proprietary Information. You will: (a) not use the Proprietary Information for your own use or for any purpose except in connection with the reasonable scope of the Relationship, and not in a manner reasonably expected to be detrimental to WISE; (b) hold in confidence and not disclose any Proprietary Information to any third party without the prior written consent of WISE (for which email is sufficient) to each such disclosure; (c) take all reasonable measures to (i) protect the secrecy of and avoid disclosure or unauthorized use of the Proprietary Information, and (ii) prevent Proprietary Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such information; and (d) not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. Prior to any authorized disclosure by you, you will inform the recipient of the confidential nature of, and restrictions on disclosure of, the Proprietary Information and shall direct the recipient to treat such information confidentially in accordance with this agreement. In the event of any unauthorized release of Proprietary Information, you will promptly notify WISE thereof.
2. Definition of Proprietary Information. For purposes of this agreement, "Proprietary Information" shall mean and include all tangible and intangible information, documents, records, data and materials, in any form or medium (and without regard to whether the information is owned by WISE or a third party), that, in each case, WISE or a third party on behalf of WISE provides or otherwise discloses to you (including, without limitation, (a) any such information, documents, records, data or materials provided or otherwise disclosed prior to the execution of this agreement, (b) proprietary computer software and information related to such software including processes, codes, specifications, ideas, designs, know-how and other related information, (c) business or finance information including or related to financial statements, budgets, business strategies, pricing, sales or marketing information and member, sponsor, partner or chapter information, (d) drawings, specifications, programs, procedures and manuals, (e) any and all notes, analyses, compilations, studies, summaries, work product, documents and other material, however documented, containing or based, in whole or in part, on any information included in (a) - (d) above, and (f) information related to the existence or content of the parties' current communications, discussions or evaluations in connection with the Relationship. "Proprietary Information" does not include information that you can document (i) was, at the time of disclosure or thereafter, generally available to and known by the public (other than as a result of any breach by you of this Agreement), (ii) is or was available to you on a non-confidential basis from a source other than WISE who is not known to you after reasonable inquiry to be prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation to WISE or (iii) subject to Paragraph 1(d) above, is or was independently developed by you without the use of the Proprietary Information.
3. Legally Required Disclosures. In the event that you are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by law or governmental proceeding) to disclose any of the Proprietary Information, you shall, except to the extent prohibited by law, provide WISE with prompt prior written notice of such request or requirement (together with a copy of the material proposed to be disclosed) and you shall cooperate with WISE, at



the sole expense of WISE, so that WISE may seek a protective order or other appropriate remedy or, if it so elects, waive compliance with the terms of this agreement. In the event that such protective order or other remedy is not obtained, or WISE waives compliance with the terms hereof, you may disclose only that portion of the Proprietary Information or information that is legally required to be disclosed and shall exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded the information so disclosed.

4. No License. Nothing contained herein shall be construed as granting you or any other party a license under any patent, trade secret or other rights of WISE or its affiliates relating to Proprietary Information or any other intellectual property of WISE. Nothing in this agreement shall be deemed a commitment by WISE to enter into any license or further agreement with you. You undertake not to create, use, register or seek to register any mark, domain name, copyright material, patent, design, trade name or trade dress which incorporates or is confusingly similar to any Proprietary Information or other intellectual property of WISE.
5. Return or Destruction of Proprietary Information. If you decide not to proceed with the Relationship, if the Relationship is terminated for any reason or if you are asked by WISE for any reason, you will promptly return or destroy, as requested by WISE, any and all Proprietary Information and all copies, extracts and other objects or items in which such Proprietary Information may be contained or embodied, including any such Proprietary Information contained in any electronic backup or archive.
6. No Obligation. You acknowledge and agree that (a) your Relationship with WISE is voluntary and (b) this agreement does not obligate WISE to disclose to you any information.
7. No Relationship. Nothing contained in this agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
8. Remedies. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach or threatened breach of this agreement would cause irreparable harm to WISE for which damages are not an adequate remedy and that WISE shall therefore be entitled to equitable relief in addition to all other remedies available at law.
9. No Representation or Warranty. You understand that neither WISE nor any of its affiliates has made or makes any representation or warranty as to the accuracy or completeness of the Proprietary Information. You further agree that neither WISE nor its affiliates shall have any liability to you or any of your affiliates resulting from the use of the Proprietary Information.
10. Assignment. You may not assign this agreement without the prior written consent of WISE.
11. Term. The term of this agreement shall commence on the date set forth below and will remain in effect with respect to any particular Proprietary Information until you can document, in accordance with Paragraph 2 above, to WISE's reasonable satisfaction that such information is not Proprietary Information.
12. Governing Law. This agreement is governed by and construed in accordance with the laws of the State of New York and may be modified or waived only in writing by both parties. If any provision 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. The prevailing party in any dispute or legal action regarding the subject matter of this agreement shall be entitled to recover attorneys' fees and costs. This agreement represents the entire understanding of the parties with respect to the matters referred



to herein and supersedes all prior understandings, written or oral, between the parties with respect thereto.

13. Counterparts. This agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

14. Headings. The headings used in this agreement are for convenience only and do not limit or amplify the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below.

WOMEN IN SPORTS AND EVENTS, INC.

By: _____ (signature)

Name: Kathleen T. Francis (please print)

Title: National Board Chair and President (please print)

Date: _____, 20____

By: _____ (signature)

Name: _____ (please print)

WISE Role/Committee:

_____ (please print)

Chapter: _____ (please print)

Date: _____, 20____