one member. one vote. one domain.

.coopTLD CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS .coopTLD CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Nondisclosure Agreement") is by and between DotCooperation, LLC ("DCLLC"), a Delaware limited liability company, Midcounties Cooperative Domains ("Midcounties"), a company registered in England and [Registrar], a [Type and Location of Company] ("Registrar" or "Receiving Party"), and shall be deemed made on [Date], at Washington, D.C., USA., hereafter referred to from time to time as the "Parties." The Parties agree as follows:

1.   Registrar Accreditation.

The Registrar has requested or may be receiving from DCLLC and/or Midcounties Confidential Information (as defined below) of a nonpublic nature for its use and the use of its officers, directors, agents, employees, affiliates, and representatives (collectively, "Representatives"), for the purpose of accrediting, qualifying and certifying the Registrar as an accredited registrar of DCLLC (the "Accreditation Process").

2.   Confidential Information Defined.

The Parties acknowledge that, in the course of the Accreditation Process the Registrar will receive certain nonpublic and proprietary information from or about DCLLC and/or Midcounties or in relation to the operations of the .coop top level domain ("coopTLD") and the registry operations of the .coopTLD ("Registry") including without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications. All such information supplied by DCLLC and/or Midcounties to the Registrar, is hereinafter called "Confidential Information." DCLLC and/or Midcounties shall mean individually a "Disclosing Party" and collectively, the "Disclosing Party" and the Registrar receiving such Confidential Information shall be known as the "Receiving Party." The term "Confidential Information" also includes (a) the fact that the Confidential Information has been made available to or is being inspected or evaluated by the Receiving Party; (b) the fact that the Parties are taking steps that are part of the Accreditation Process ; and (c) any information, work papers, analyses, compilations, projections, studies, documents, terms, conditions, correspondence, or other materials derived or prepared on the basis of Confidential Information

by the Receiving Party or its Representatives or DCLLC or Midcounties. Any Confidential Information supplied by one party to the other party prior to the execution of this Nondisclosure Agreement shall be considered in the same manner and subject to the same treatment as the Confidential Information made available after the execution of this Nondisclosure Agreement.

3.   Exclusions from Definition.

The term "Confidential Information" does not include any data or information that (i) has become generally known to the public other than through disclosure by the Receiving Party or its Representatives; (ii) has been approved for release by written authorization by the Disclosing Party; or (iii) is independently developed by the Receiving Party without use, directly or indirectly, of the Confidential Information received from the Disclosing Party.

4.   Nondisclosure Obligation.

4.1 The Registrar agrees that it will use any Confidential Information solely for the purpose of providing domain name registration services as a registrar of the .coopTLD and for no other purpose whatsoever
4.2 No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other DCLLC or Midcounties proprietary rights are granted by the Disclosing Party to the Receiving Party or by any disclosure under this Agreement.

4.3 The Registrar shall keep the Confidential Information disclosed to it by the Disclosing Party confidential and shall not disclose such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the Accreditation Process or in the course of the business of the Registrar acting as a registrar of the .coopTLD.

4.4 The Registrar agrees not to prepare any derivative works based on the Confidential Information.

4.5 The Registrar agrees that any Confidential Information which is in the form of computer software, data, and/or databases shall be used on a computer system(s) that is owned or controlled by the Receiving Party

5.   Standard Protection.

For the purpose of complying with the obligations set forth herein, the Registrar shall use efforts commensurate with those it employs for the protection of corresponding sensitive information of its own, which, in any event, shall not be a lesser standard than the type of efforts that would be

taken by a reasonable business for the protection of its own highly sensitive information and trade secrets.

6.   Compliance with Legal Process.

The Receiving Party agrees that if such Receiving Party or any Representative of such Receiving Party is requested or required in connection with any legal proceeding or investigation to disclose any Confidential Information, the Receiving Party or its Representative will (a) promptly notify the Disclosing Party, (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow such request or requirement and (c) if disclosure is required or deemed advisable, reasonably cooperate with the Disclosing Party in any attempt that the Receiving Party may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of Confidential Information. The Receiving Party agrees that if, in the absence of a protective order or receipt of a waiver from the Disclosing Party, the Receiving Party or any Representative of the Receiving Party is nevertheless compelled to disclose any Confidential Information to any tribunal or other person with jurisdiction over the Receiving Party or else stand liable for contempt or suffer other censure or penalty, the Receiving Party or such Representative may disclose such Confidential Information, but only such Confidential Information, as in the written opinion of counsel, the Receiving Party or its Representative is legally required to disclose, and the Receiving Party or such Representative shall exercise reasonable efforts to preserve the confidentiality of the Confidential Information, including seeking a protective order or other assurance of confidential treatment to such tribunal or other person without liability under this Nondisclosure Agreement, unless such disclosure to such tribunal was caused by or resulted directly or indirectly from a previous disclosure by the Receiving Party or its Representatives that was not permitted by this Nondisclosure Agreement.

7.   Ownership; Return of Confidential Information.

All Confidential Information (including tangible copies and computerized or electronic versions thereof) disclosed by the Disclosing Party to the Receiving Party shall remain the property of the Disclosing Party. Within ten (10) days following the earlier of the termination or expiration of the Nondisclosure Agreement or receipt of a written request, the Receiving Party shall (i) deliver to the Disclosing Party all tangible materials containing or embodying the Confidential Information furnished to the Receiving Party or its Representatives, and (ii) either deliver to the Disclosing Party or destroy any other material containing or prepared on the basis of Confidential Information, at the election of the Receiving Party. If Confidential Information (or material containing or prepared on the basis of Confidential Information) is destroyed in accordance with the terms of this Section and not delivered to the Delivering Party, the Receiving Party shall deliver to the Disclosing Party a certificate executed by an officer of the Receiving Party certifying that all such requested materials that have not been delivered to the Delivering Party have been destroyed; provided, however, that the Receiving Party may retain in the files of its legal counsel, solely for archival purposes, one copy of any written materials constituting part of the Confidential Information and returned to the Disclosing Party. A Receiving Party shall not

assert, directly or indirectly, any right with respect to the Confidential Information which may impair or be adverse to the Disclosing Party's ownership thereof.

8.   Remedies for Breach.

Each Party understands and agrees that money damages would not be a sufficient remedy for any breach of this Nondisclosure Agreement and each Party shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Nondisclosure Agreement, but shall be in addition to all other rights and remedies available at law or in equity. Furthermore, any breaching Party shall be responsible for and immediately reimburse the non-breaching Party for all costs and expenses, including attorney's fees and expenses, incurred in connection with enforcing this Nondisclosure Agreement.

9.   No Representations or Further Obligations.

Neither this Nondisclosure Agreement nor the disclosure of Confidential Information shall constitute or imply any promise or intention to complete the Accreditation Process or to qualify the Registrar as a registrar of the .coopTLD. None of the Confidential Information which may be disclosed shall constitute any kind of representation, warranty, assurance, guarantee or inducement by one party to the other party, and in particular, with respect to the accuracy or completeness of any Confidential Information. It is understood that this Nondisclosure Agreement does not obligate either party to enter into any further agreements or to proceed with the Accreditation Process or with any possible relationship or other transaction. The Receiving Party agrees that neither Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or to any of its Representatives relating to, or resulting from, the use of the Confidential Information.

10.   Term; Termination.

This Nondisclosure Agreement shall terminate as to the exchange of Confidential Information five (5) years after the effective date hereof.   DCLLC and/or Midcounties Party may terminate the exchange of Confidential Information under this Nondisclosure Agreement at any time by providing thirty (30) days written notice to the Registrar specifically referencing this Nondisclosure Agreement. Notwithstanding any termination, the obligations of each Party to maintain the confidentiality of the Confidential Information it has received under this Nondisclosure Agreement shall continue for a period of five (5) years after any termination.

11.   No Waiver.

No failure or delay by any of the Disclosing or Receiving Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12.   Severability of Provisions.

This Nondisclosure Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, such provision shall, to that extent, be deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

13.   Amendment.

This Nondisclosure Agreement may not be modified, supplemented, or amended orally, but only by a writing signed by all Parties.

14.   Applicability to Associated Parties.

Any Confidential Information disclosed to the Receiving Party by any of the Disclosing Party's affiliate companies or any person or other entity participating with such Disclosing Party in any consortium, partnership, joint venture or similar business combination, shall also constitute Confidential Information under this Nondisclosure Agreement, and any rights of the Disclosing Party may be enforced by any such affiliate or other entity of the Disclosing Party in addition to the Disclosing Party itself with respect to any violation relating to the Confidential Information disclosed by such affiliate or other entity, as if such entity were also a party to this Nondisclosure Agreement.

15.   Governing Law.

This Nondisclosure Agreement shall be governed by and construed and enforced in accordance with the laws of the District of Columbia without regard to its choice of law provisions.

16.   Notices.

Any notices given pursuant to this Agreement shall be in writing and shall be deemed given when received by the other Party at the address set forth below such Party's signature.

IN WITNESS WHEREOF, the parties hereto have executed this Nondisclosure Agreement on the date written above.

DOTCOOPERATION LLC

By:_____
Paul Hazen
President

Midcounties Cooperative Domains

By:_____
Name: _____
Title:_____

[Registrar Name]

By:_____
Name: _____
Title:_____