

NSCC Membership Enrollment Form

Contact Information

Company _____

Contact _____

Address _____

City _____ State _____ Zip _____

Phone _____

Fax _____

E-Mail _____

How did you learn about NSCC's Membership Program?

Website URL: _____

Company Information

Officer's Name _____ Phone _____

Business Address _____

City _____ State _____ Zip _____

Phone _____

Duns No. _____

Primary Bank _____ Agent _____

Vendor References:

1. _____

2. _____

3. _____

Member Representative _____ Phone _____

Membership Information

Charter \$ _____ (\$10,000 Initiation plus \$2,500 in annual dues)

General \$ _____ (\$5,000 Initiation plus \$1,500 in annual dues)

Associate \$ _____ (\$2,500 Initiation plus \$500 in annual dues)

Vendors/Supplier \$ _____ (\$2,500 Initiation plus \$500 in annual dues)

Total..... \$ _____



Method of Payment:

Check or Money Order (enclosed) Credit Card: Visa Mastercard American Express

Name on Card: _____ Card No.: _____

Exp. Date _____ Signature _____

Send Enrollment Form with Payment Information to:

National Sports Center Consortium
1426 Marshalton-Thorndale Road • Downingtown, PA 19335
(610) 466-7100 • (610) 466-9314 (F)



Dated: _____

Mutual Nondisclosure Agreement

This **Mutual Nondisclosure Agreement** will set forth our understanding regarding the restrictions that are to be placed on the use, dissemination and disclosure of certain proprietary information to be exchanged between NATIONAL SPORTS CENTER CONSORTIUM, LLC (NSCC) on the one hand, and _____ on the other. This information may include -- but will not necessarily be limited to -- each of our companies' respective proprietary information and related documentation relating to certain of our existing or future products, services, industry know-how, proprietary information, and financial disclosures.

1. Each of us agrees to maintain in confidence all such information as may be disclosed by either of us to the other and clearly labeled or identified as confidential or proprietary when furnished (the "Information"). It is expressly understood that the Information may include machine-readable data and statements made during oral presentations if so identified and then confirmed in writing within 30 days after initial disclosure.

2. Except in accordance with the terms of this letter, neither of us may use or disclose any Information disclosed to it by the other without the written permission of the disclosing party. The Information may be disclosed to senior employees within the organization of the receiving party who must be directly involved in the evaluation of such products, designs or systems, but it will not be disseminated to any others without such written consent. In addition, each of us shall exercise due diligence to maintain all such Information in confidence; "due diligence" here shall mean at least the same precautions and standard of care which a reasonable person would use to safeguard his own proprietary information.

3. With the exception of paragraph 10, the commitments made in this letter shall remain in effect for 36 months following the date of this letter. Our agreement is made on the understanding, however, that there is no obligation imposed by this letter regarding information which (a) now or later becomes generally known or available through no act or omission on the part of the receiving party; (b) is already known to the receiving party at the time it was first disclosed to it under this agreement; (c) is furnished by the disclosing party to others without restrictions on any use of, or access to, the Information; (d) is developed independently by the receiving party; or (e) is received by the receiving party from a third party under no obligation of confidence.

4. We each agree that neither party will attempt to reverse compile any software programs provided to it by the other under this Agreement. All Information and any other materials (including, without limitation, documents, models, apparatus, sketches vendor lists, financial records, and lists) furnished by one party to the other under this Agreement are and shall remain the property of the disclosing party and shall be returned to it by the receiving party promptly upon request, together with any copies of such material. The receiving party agrees (a) to maintain appropriate records of all such copies and (b) to reproduce on any copy (in whatever form) all copyright and other proprietary notices in the same form as they appear on the materials provided to the receiving party by the disclosing party.

5. Each party recognizes that the other, including, if applicable, certain of its corporate affiliate(s), may be engaged in the research, development, production, marketing, licensing and/or sale of products that may be competitive with those of the other and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either party from engaging independently in such activities, provided it does not utilize without consent the Information of the other in order to do so.

6. In the event that either party or any of its representatives receives a request or demand to disclose all or any part of the information contained in the Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction, pursuant to any formal or informal investigations, or otherwise, either party agrees to, to the extent legally permissible; (a) immediately notify the other party (Discloser) of the existence, terms and circumstances

surrounding such a request so that the Discloser may seek a protective order or other appropriate relief or remedy or waive compliance with the terms of this Agreement, (b) consult with the Discloser on the advisability of taking steps to resist or narrow such request, and (c) disclose such information and, subject to advancement by the Discloser of estimated expenses, exercise its best efforts to obtain an order or other reliable assurance that the confidential treatment will be accorded to such portion of the disclosed information which the Discloser so designates.

8. Each party recognizes that any actual or threatened disclosure of Information in violation of this Agreement may cause the disclosing party irreparable harm and that such party shall be entitled to injunctive relief or a decree of specific performance upon a proper showing of such a violation, without the necessity of demonstrating actual monetary damage.

9. We also each agree that no product, technical data, or service furnished under this Agreement shall be sold, transferred or used in any way by the other in contravention of any laws, regulations, transaction or export controls or economic sanctions imposed by the government of the United States with regard to any other state, government or political entity. The scope of this paragraph shall include, but is not limited to, the Export Administration Act of 1969 (50 United States Code, Appendix, Sections 2401 through 2413) and the Export Administration Regulations of the United States Department of Commerce (15 Code of Federal Regulations, Parts 368 through 399) as those laws or regulations may be revised or amended from time to time. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

10. In consideration of the disclosure of Information contemplated by this Agreement, each party agrees that it will not actively recruit for employment any individual then employed by the other party to this Agreement. The obligations imposed by this paragraph shall expire 12 months from the date of this letter unless renewed in writing by a separate agreement between the parties.

11. This Agreement shall be binding upon each of our respective officers, directors, employees, parent company and other corporate affiliates. It may not be assigned by either party without the written consent of the other. If any term of this letter is held to be illegal or unenforceable, such holding shall not affect the validity of the remaining provisions of this letter. This letter contains the entire understanding of the parties regarding its subject matter, and it supersedes all prior agreements or understandings between us on such subject(s). The letter shall be construed in accordance with the laws of the State of Pennsylvania applicable to agreements made and fully performed therein. We both acknowledge that it may not be modified except in writing duly signed by both parties.

To indicate that the foregoing accurately sets forth our agreement, please sign the original of this letter in the space provided below and return it to us for our files.

AGREED TO AND ACCEPTED BY:

AGREED TO AND ACCEPTED BY:

National Sports Center Consortium (NSCC)

By: _____

By: _____

Its: _____

Its: _____