

Report Alliance LLC Non-Disclosure Agreement

In consideration of my relationship as an employee of Report Alliance LLC (together with its affiliates and its clients, the "Company") and the mutual covenants hereof, I, [Employee Name], and the Company hereby agree to the terms and conditions set forth in this Non-Disclosure Agreement (the "Agreement").

1. Proprietary Information

Restrictions on Proprietary Information

I agree that, during the term of my relationship with the Company and as long as such information and materials constitute Proprietary Information (as defined below) thereafter, I will hold the Proprietary Information of the Company in strict confidence and will neither use the information for the benefit of myself or any third party nor disclose it to any third party, except to the extent necessary to carry out my responsibilities as a representative of the Company or as specifically authorized in writing by a duly authorized officer of the Company other than me.

"Proprietary Information" is defined as any and all information and materials, in whatever form, whether tangible or intangible, pertaining in any manner of business of Report Alliance LLC or its affiliates, consultants, clients, business associates or members (including their officers, directors, agents and employees), or any person or entity to which the Company owes a duty of confidentiality, whether or not labeled or identified as proprietary or confidential, and including any copies, portions, extracts and derivatives thereof, except to the extent that I can prove that such information or materials (i) are or become generally known to the public through lawful means and through no act or omission of mine; (ii) were part of my general knowledge prior to my relationship with the Company; or (iii) are disclosed to me without restriction by a third party that rightfully possesses the information and is under no duty of obligation with respect hereto.

Location and Reproduction

I agree to maintain at my work station and/or any other place under my control only such Proprietary Information that is necessary, and for only as long as such Proprietary Information is necessary, to carry out my responsibilities as a representative of the Company. I agree to return to the appropriate person or location or otherwise properly dispose of Proprietary Information once that necessity no longer exists. I also agree not to make copies or otherwise reproduce Proprietary Information except to the extent necessary to carry out my responsibilities as a representative of the Company.

Third-Party Information

I agree that any confidential or proprietary information and materials received from third parties shall be deemed "Proprietary Information" for all purposes of this Agreement and will be subject to all limitations on use and disclosure set forth in this Agreement. In addition, I shall not use or disclose any such information and materials in any manner inconsistent with any of the Company's obligations toward such third party.

Interference With Business

I acknowledge that, because of my position with the Company, I will have access to the Company's Proprietary Information. I agree that during my relationship with the Company and for a period of one (1) year after termination of my relationship with the Company, I shall not directly or indirectly (i) divert or attempt to divert from the Company (or any affiliate) any business of any kind, including, without limitation, the solicitation of or interference with any of its clients, prospective clients, business partners, consultants, independent contractors, financing sources or contacts, or (ii) solicit, induce, recruit or encourage any person employed by, working with or engaged by the Company to terminate his or her employment or engagement with the Company.

2. Termination

Return of the Company's Property

I agree to promptly return to the Company upon termination of my relationship with the Company all Proprietary Information and all personal property furnished to or prepared by me in the course of or incident to that relationship. Following my termination, I will not retain any written or other tangible materials containing any Proprietary Information.

Subsequent Employers

I agree that after the termination of my relationship with the Company, I will not enter into any agreement that would cause me to violate any of my obligations under this Agreement and will inform any subsequent employers of any of my material obligations under this Agreement.

Survival

The terms and conditions of this Agreement and my obligations hereunder shall survive any termination of my relationship with the Company and any expiration or termination of any agreement between the Company and me, and such terms and conditions shall remain in full force and effect as set forth herein.

3. Remedies

I recognize that nothing in this Agreement is intended to limit any remedy of the Company under any law concerning trade secrets or other Proprietary Rights. I recognize that my violation of this Agreement could cause the Company irreparable harm and acknowledge that the Company may have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement.

4. Assignment

I acknowledge and agree that my obligations hereunder are personal, and that I shall have no right to assign, transfer or delegate, and shall not assign, transfer or delegate or purport to assign, transfer or delegate, this Agreement or any of my rights or obligations hereunder. Any assignment, transfer or delegation in violation of this Agreement shall be null and void. This Agreement and any rights and obligations of the Company hereunder may be freely assigned, transferred or delegated by the Company. Subject to the foregoing restrictions on assignments, transfers and delegations, this Agreement shall inure to the benefit of the Company and its affiliates, clients, officers, directors, agents, successors and assigns, and it shall be binding on me and my heirs, devisees, spouses, agents, legal representatives and successors.

5. Governing Law

This Agreement is to be governed by and construed in accordance with the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California.

6. Severability

If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement. In such case, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

7. Amendment; Waivers

This Agreement may not be amended or waived except in writing and signed by me and by the President of the Company. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

8. Interpretation and Language

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Section and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural shall include the singular, and any gender shall include any other gender. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties. I ACKNOWLEDGE THAT I UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

9. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and contemporaneous correspondence, negotiations, agreements and understandings among the parties, both oral and written, regarding such subject matter. I acknowledge that the Company has not made, and that I have not relied on, any representations or warranties concerning the subject matter of this Agreement other than those expressly set forth herein.

[Employee Name], [Title]

Date

Report Alliance LLC

Michael E. Tartaglino, President and Chief
Executive Officer

Date