

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made effective as of _____, 20__ by and between _____ ("Receiving Party"), and East Lake Subdivision Homeowners Association, Inc. ("Disclosing Party").

The Receiving Party has requested access to books and records of the Disclosing Party for the following purpose: _____.

1. It is anticipated that the Disclosing Party, in giving access to the Receiving Party, may allow the Receiving Party access to personal private information ("PPI")¹ of its homeowners and vendors. It also anticipated Disclosing Party may disclose to the Receiving Party information about itself, including, without limitation, information concerning the Disclosing Party's computer and other programs, compilations, devices, methods, techniques, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematic and other technical, business, financial, homeowner and vendor development plans, forecasts and strategies, all of which shall be proprietary and confidential (referred too as "Confidential Information").
2. Considering the disclosure of PPI and the Information, a confidential relationship is established between the parties.
3. The Receiving Party shall not disclose any Information to any person or entity except by this Agreement or as permitted under any other written agreement between the parties. The Receiving Party shall diligently maintain the secrecy and confidentiality of all Information. Such diligent efforts shall be equivalent to that degree of care which the Receiving Party typically exercises concerning its property that it maintains secret and confidential, but in any event, no less than a reasonable degree of care.
4. The Information shall be disclosed only for purposes that are of: (a) the joint activity with the Disclosing Party, and (b) to the Receiving Party's employees with a need to know in respect to such joint activity consistent with the Receiving Party's state, and agreed to, the terms of this Agreement.
5. Nothing in this Agreement or the relationship between the parties shall be construed to grant to the Receiving Party any ownership or other proprietary interest in the Information. The Receiving Party agrees that it does not acquire any title, ownership, or other intellectual property right or license under this Agreement.

¹ Pursuant to the Federal Trade Commission's Guide for Protecting Personal Information, examples of PPI associated with Disclosing a Party's data are name, email address, financial account information (e.g., bank account numbers, credit card numbers), home address, telephone number, tax identification information, and property tax information.

6. The individuals and/or entities designated by each party as the only point(s) for receiving proprietary or confidential Information exchanged between the parties pursuant to this Agreement are:

Homeowner OR Homeowner Agent: _____

Address: _____

Telephone: _____

Access to East Lake Subdivision Homeowners, Inc.'s QuickBooks data depository:

MASWEN, CPA,PC

472 North Dean Rd., Suite 201

Auburn, AL 36830

Telephone:

334.821.9450

Note: The Receiving Party, when asking for copies of electronic documents, should expect to pay for copying and printing costs.

7. The Receiving Party has no obligation concerning any Information disclosed hereunder which: (a) was in Receiving Party's possession before receipt from Disclosing Party other than through prior disclosure by Disclosing Party; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Receiving Party from a third party without an obligation of confidentiality; or (d) is independently developed by Receiving Party; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Receiving Party first gives Disclosing Party notice and a reasonable opportunity to secure confidential protection of such Information.

8. Information shall not be deemed in the public domain merely because any part of said Information is embodied in general disclosures or because individual features, components, or combinations thereof are now known or become known to the public.

9. The Receiving Party shall not publish or in any other way disseminate evaluations or summaries of the Information without the Disclosing Party's review of such assessment or summaries and written authorization for their publication or dissemination. All materials published or disseminated under this paragraph shall bear the Disclosing Party's copyright and any other markings necessary to protect the Information.

10. If a Receiving Party breaches this Agreement, the damage to the Disclosing Party will be irreparable. Therefore, in the event of a breach or threat of breach, the Disclosing Party shall

be entitled to equitable relief to restrain such breach or threat of breach, in addition to any other relief available at law or in equity.

11. Either party may terminate this Agreement upon thirty (30) days written notice. Termination of this Agreement for any reason shall not relieve a Receiving Party of its obligations hereunder, and all obligations under Articles 3, 4, 7, 8, 9, and 10 shall survive the termination of this Agreement.

12. Upon termination of this Agreement, the Receiving Party shall (a) immediately cease using the Information, (b) promptly return to the Disclosing Party all tangible embodiments of the Information, and (c) promptly certify in writing the Receiving Party's compliance with this Article 11. The confidentiality obligations of a Receiving Party under this Agreement shall continue in effect for five (5) years after the Disclosing Party's receipt of the Receiving Party's written certification required by this paragraph.

13. This Agreement contains the entire understanding of the parties concerning the exchange and protection of the proprietary and confidential information described herein, superseding all prior or contemporaneous agreements and understandings.

14. This Agreement shall be construed and governed by the domestic laws of the State of Alabama, excluding its conflicts of laws principles.

15. The provision of this Agreement shall not be construed to limit or restrict the ability of either party to pursue their everyday business opportunities or to contract with any other party. It shall only restrict the dissemination of covered Information.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

Receiving Party: _____

By: _____

Name: _____

Title: _____

Date: _____

Board Member of East Lake Subdivision Homeowners Association, Inc.

By: _____

Name: _____

Title: _____

Date:

This NDA is pursuant to Article V of the Articles of Incorporation of [the] East Lake Subdivision Homeowners Association. Article V, titled "Fiscal Matters and Books and Records" Sections 5:02 and Section 5:30 state:

Section 5:02. Books and Records Kept by Association: The Association shall keep detailed, complete, and accurate financial records, including itemized records of all receipts and disbursements, and shall keep detailed minutes of the proceeds of all meetings of the members and of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep such other books and records as may be required by law or necessary to reflect the affairs and activities of the Association accurately. The Association shall keep at the office of the Association record giving the names and addresses of the Directors and all members of the Association, which shall be furnished by each Owner pursuant to Section 5.10 of these Bylaws. • •

Section 5.03. Inspections. The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member or his agent or attorney for any proper purpose. True and correct copies of the Articles of Incorporation, these Bylaws, the Declaration, and all rules and regulations of the Association, with all amendments thereto, shall be maintained at the principal registered offices of the Association, and copies thereof shall be furnished to any member on request on payment of a reasonable charge therefor.