ALLIANCE OF PROFESSIONAL TATTOOISTS, INC.

Governance Documents — Signing Packet as approved by the Board of Directors

Enclosed in this packet are the governance documents required for your service with the Alliance of Professional Tattooists, Inc. ("APT"). Please review each document carefully and complete your electronic signature as directed.

Why These Documents Exist

APT is a 501(c)(6) nonprofit trade organization incorporated in Delaware and operating in California. Individuals serving in official capacities — as board members, officers, or voting advisors — carry legal fiduciary responsibilities under Delaware corporate law and California's Nonprofit Mutual Benefit Corporation Law. These are not organizational preferences. They are legal obligations that attach to the role regardless of whether they are documented.

These governance documents exist to make those obligations explicit, to protect you personally in your service to APT, and to protect the organization and its membership. A board member or advisor who has signed these documents and follows them is significantly better protected from personal liability than one who has not. These documents are not a burden on your service, they are the foundation of it.

What Is Included in This Packet

This packet contains the following five documents, presented in the order in which they should be reviewed:

#	Document	Purpose
1	**Fiduciary Duty Acknowledgment**	Acknowledges your legal duties of Care, Loyalty, and Obedience as a director or voting advisor of APT under Delaware law.
2	**Code of Ethics**	Establishes the behavioral and ethical standards expected of all individuals serving in an official capacity with APT.
3	**Conflict of Interest Policy and Disclosure**	Requires disclosure of any personal, professional, financial, or organizational interests that could affect your judgment on APT matters. The disclosure form documents your current circumstances.
4	**Recusal and Dual-Role Policy**	Defines how conflicts of interest are managed when an individual holds a concurrent role in another organization that may intersect with APT's work.
5	**Non-Disclosure Agreement (NDA)**	Establishes your obligation to protect the confidentiality of APT member information, financial data, governance records, and organizational communications during and after your service.

What You Need to Do

1. Review each document in the order listed above.
2. Complete the Conflict-of-Interest Disclosure Form honestly and completely. If you are uncertain whether a particular relationship or role constitutes a conflict, disclose it. Disclosure does not imply wrongdoing; it protects both you and the organization.
3. Sign electronically as directed. Your signature on this packet constitutes your acknowledgment of all five documents.
4. Submit the completed packet by the deadline date specified in the accompanying email.

If you have questions about any document or the disclosure process, please contact the Home Office at info@safe-tattoos.com before signing.

Annual Re-Signing Requirement

Governance documents are re-executed annually each January. This ensures that disclosures remain current and that all individuals serving APT have affirmed their ongoing obligations. You will receive this packet at the start of each calendar year for the duration of your service.

Confidentiality

The contents of this packet and your completed disclosures are confidential organizational records. They are maintained securely by the Home Office and are not shared with other board members, members of APT, or any outside party except as required by law or as otherwise provided in APT's governing documents.

Thank you for your commitment to APT and to the practitioners we serve. The governance structure we are building exists to protect this organization, its mission, and everyone who gives their time to advance it. Your signature on these documents is a meaningful part of that.

Sincerely,

Alliance of Professional Tattooists, Inc. - Home Office

info@safe-tattoos.com | www.safe-tattoos.com

This packet was issued by the APT Home Office. The documents contained in this packet have been approved by the APT Board of Directors. Questions regarding its contents should be directed to info@safe-tattoos.com. You are encouraged to consult with independent legal counsel before signing if you have questions about your rights or obligations under any document included in this packet. Do not share this packet or its contents outside of your official capacity with APT.

ALLIANCE OF PROFESSIONAL TATTOOISTS
FIDUCIARY DUTY ACKNOWLEDGMENT

As a member of the Board of Directors, or as an Advisory Committee member exercising voting rights, of the Alliance of Professional Tattooists ("APT"), I acknowledge that board service carries fiduciary responsibilities and I agree to carry out those responsibilities in good faith, with care, and in the best interests of the organization and its mission.

These fiduciary duties are governed by Delaware law, as reflected in the Articles of Incorporation and By-laws of the Alliance of Professional Tattooists, and generally include the following:

Duty of Care
I will participate in board decisions with reasonable diligence, review information made available to the Board, and exercise independent judgment consistent with the responsibilities of a nonprofit director.

Duty of Loyalty
I will act in the best interests of APT and avoid using my role for personal gain. I will disclose any circumstances that could reasonably present a conflict of interest so that the organization has appropriate transparency in its decision-making.

Duty of Obedience
I will support the organization in operating in accordance with applicable laws and regulations and in alignment with APT's mission, Articles of Incorporation, By-laws, and board-approved policies.

I understand that these duties include ongoing responsibilities of good faith, transparency, and appropriate disclosure as they relate to my role as a director.

In fulfilling these duties, I agree to act in accordance with APT's Code of Ethics and the Conflict of Interest Policy, both of which have been made available to me and which I acknowledge as part of my responsibilities as a Board member.

By signing below, I acknowledge that I have read and understand these fiduciary responsibilities and agree to uphold them during my service on the Board of Directors.

Signature:

Printed Name:

Role (Board / Officer / Committee / Advisor):

Date:

ALLIANCE OF PROFESSIONAL TATTOOISTS
BOARD OF DIRECTORS – CODE OF ETHICS AND CONDUCT

Preamble

The Board of Directors and Advisory Committee members exercising voting rights of the Alliance of Professional Tattooists ("APT") is entrusted with advancing the safety, ethics, and professional development of tattooing. In service of this mission, all board members agree to uphold the following Code of Ethics and Conduct. These principles guide how we represent the organization, interact with one another, exercise authority, and steward the public trust placed in our leadership.

These standards promote professionalism, transparency, and responsible governance practices while recognizing that board members may remain active in the broader tattoo profession and related organizations.

Core Ethical Principles

1. Commitment to the Public Good

Board members shall prioritize the health, safety, and rights of the tattooed public, advocating for evidence-based practices and policies that elevate tattooing as a respected and safe professional practice.

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2. Integrity, Transparency, and Fiduciary Responsibility

Board members must act with honesty, transparency, and accountability in all organizational decisions and communications.

Board members acknowledge their fiduciary duties of care, loyalty, and obedience to the Alliance of Professional Tattooists. These duties require acting in the best interests of the organization, avoiding divided loyalties, promptly disclosing conflicts of interest, and placing the mission of the APT above personal, professional, or external organizational interests.

Potential conflicts of interest should be disclosed in accordance with APT's Conflict of Interest Policy so the organization maintains transparency and appropriate governance records.

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3. Professional Respect and Collaboration

The Board promotes a culture of mutual respect, open dialogue, and cooperation. Disagreements are handled professionally, in good faith, and with the understanding that diverse perspectives strengthen outcomes when managed constructively.

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4. Commitment to Education and Competency

Board members are expected to engage in continuous learning related to health, safety, legislation, and professional practices in tattooing. Board members lead by example and support education and professional development within the tattoo community.

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5. Confidentiality, Trust, and Proper Use of Information

Board members must maintain confidentiality regarding sensitive information, internal deliberations, investigations, governance discussions, and organizational matters unless such information has been formally released for public knowledge.

Confidential information may not be disclosed or used, directly or indirectly, for personal benefit or for the benefit of another organization, entity, or individual.

This ethical obligation operates in conjunction with any confidentiality or non-disclosure agreements adopted by the Board.

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6. Accountability to the Mission and Membership

Board members are accountable to the mission of the APT and its membership. Board members are expected to prioritize the mission of APT and the interests of its membership when carrying out their responsibilities.

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7. Commitment to Justice, Inclusion, and Accessibility

Board members shall promote fairness, inclusivity, and accessibility in all organizational actions. The Board actively seeks to eliminate bias, discrimination, and inequity in leadership, education, policy development, and organizational culture.

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8. Ethical Stewardship of Organizational Resources

Board members are responsible for the ethical, responsible, and transparent stewardship of APT resources, including finances, data, intellectual property, reputation, and institutional credibility.

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9. Advocacy for Responsible Tattooing Practices

Each board member serves as a public advocate for tattooing as a safe, ethical, and professional practice. Board members commit to opposing misinformation, exploitation, unsafe practices, and actions that undermine public trust in the profession.

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10. Accountability, Recusal, and Board Authority

Board members with actual, potential, or perceived conflicts of interest — including overlapping roles in other organizations — must comply with the Alliance's Conflict of Interest Policy, Recusal & Dual-Role Policy, and related governance policies.

Board members with actual or potential conflicts of interest, including overlapping roles in other organizations, should disclose those circumstances in accordance with APT's Conflict of Interest Policy and related governance policies.

In some situations, recusal from discussion or voting on a specific matter may be appropriate to maintain transparency and confidence in the organization's decision-making processes.

Because directors must remain members in good standing, any governance action affecting membership status shall be handled in accordance with the procedures outlined in the APT bylaws and applicable governance policies.

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11. Religious Neutrality and Respect for Belief Diversity

The Alliance of Professional Tattooists serves a diverse community of professionals with a wide range of backgrounds, identities, and personal beliefs. APT maintains organizational neutrality with respect to religion and spiritual ideology to ensure that its governance, communications, and programs remain inclusive and accessible to all members.

Board members' personal religious or spiritual beliefs are respected; however, official APT platforms, communications, educational materials, and governance activities must remain secular and may not be used to promote or endorse religious doctrines or beliefs as organizational positions.

Nothing in this section is intended to limit personal expression or lawful participation in religious or spiritual practices outside of official APT roles. Rather, this provision exists to ensure that APT's public-facing activities remain welcoming, professional, and focused on the organization's mission.

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12. Representation of the Board and Conduct in Public Settings

Members of the Board of Directors serve as visible representatives of the Alliance of Professional Tattooists and are held to high standards of professionalism when acting in their capacity as board members or when their role with APT is reasonably apparent.

Board members are expected to:

- Speak publicly on behalf of APT only when authorized by the President or the Board of Directors in accordance with APT governance procedures.
- Clearly distinguish personal opinions from official APT positions
- Conduct themselves in a manner that reflects professionalism and respect when representing APT in public or professional settings.
- Promote professionalism, respect, and inclusion in all industry and public-facing interactions

When acting as representatives of the APT, board members must align with the mission, values, and ethical standards of the organization.

Acknowledgment

All members of the Board of Directors and Advisory Committee members exercising voting rights shall review and sign this Code of Ethics and Conduct annually and upon onboarding.

This Code operates in conjunction with the Alliance's Conflict of Interest Policy, Confidentiality and Non-Disclosure Agreement, Recusal Policy, and other governance policies adopted by the Board.

This Code of Ethics and Conduct operates alongside APT's Conflict of Interest Policy, Recusal & Dual-Role Policy, Confidentiality Agreement, and other governance policies that provide additional guidance on disclosure, transparency, and governance practices.

This Code reflects professional standards commonly adopted by nonprofit boards to support responsible governance and public trust.

Signature:

Printed Name:

Role (Board / Officer / Committee / Advisor):

Date:

ALLIANCE OF PROFESSIONAL TATTOOISTS
CONFLICT OF INTEREST POLICY

Article I – Purpose

The purpose of this Conflict-of-Interest Policy is to promote transparency and protect the integrity, independence, and credibility of the Alliance of Professional Tattooists (“APT”) when considering organizational activities, advocacy, education, research, or governance matters.

This policy provides a structured disclosure process so potential conflicts can be documented and addressed appropriately if needed. Disclosure serves as a transparency tool and does not imply wrongdoing or prohibit participation in other organizations, employment, sponsorships, endorsements, or professional activities.

In many cases, disclosure alone is sufficient and no further action is required. In situations where a potential conflict could reasonably affect decision-making, the Board may review the matter and determine whether any safeguards, such as disclosure or recusal, are appropriate.

This policy supplements, but does not replace, applicable state and federal laws governing conflicts of interest for nonprofit organizations.

Article II – Persons Covered

This policy applies to individuals who serve in governance or advisory roles for APT, including:

- Members of the Board of Directors
- Officers of the Corporation
- Committee members with delegated board authority
- Advisors or individuals who may influence organizational decisions

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Article III – Definition of Conflict of Interest

A conflict of interest may arise when an individual’s personal, professional, financial, or organizational interests could reasonably be perceived as influencing their judgment or responsibilities to APT.

Conflicts may be financial or non-financial, direct or indirect, actual or potential.

Article IV – Examples of Potential Conflicts

The following examples illustrate situations that may present a potential conflict of interest. These activities are **not automatically conflicts**, but disclosure may be appropriate, so the organization maintains transparency.

A. Financial Interests

• Ownership, investment, or compensation relationships with entities doing business with APT
• Receipt of payments, gifts, or benefits that could reasonably influence decision-making

B. Organizational or Professional Roles

• Serving in a leadership, governance, or advisory role in another tattoo-related organization, trade association, advocacy group, or regulatory body
• Advisory, consulting, or ambassador roles with tattoo pigment manufacturers, suppliers, or related vendors
• Leadership or instructional roles in educational programs that overlap with APT programming
• Use of an APT role or position in a way that could reasonably be perceived as advancing another organization's interests

C. Information-Based Conflicts

• Access to non-public APT information that could benefit another organization
• Use of confidential information obtained through APT service for external advantage

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Article V – Duty to Disclose

Individuals covered by this policy are expected to disclose any actual or potential conflicts of interest, so the organization maintains transparency and appropriate records.

Disclosures should be made:

- Annually through the APT Conflict of Interest Disclosure Form
- Upon any interim change in circumstances or new role that may create a conflict, via email to info@safe-tattoos.com
- When uncertain whether a situation constitutes a conflict — when in doubt, disclose

Disclosure does not imply wrongdoing and allows the organization to maintain clear governance records.

Article VI – Potential Review

If a disclosed situation could reasonably affect organizational decision-making, the Board may review the matter and determine whether any safeguards are appropriate.

When review occurs:

- The individual may provide relevant information or clarification
- The individual will not participate in discussion or vote regarding that determination

Many disclosures require no further action.

Article VII – Management of Conflicts

When appropriate, the Board may implement reasonable safeguards to protect the integrity of APT's decision-making processes. Safeguards shall be determined by a majority vote of disinterested Board members.

These may include:

- Disclosure of the relationship during discussion
- Recusal from discussion or voting on a specific matter
- Limiting access to certain materials where appropriate

These measures are intended to protect both the individual and the organization.

Article VIII – Use of Confidential Information

Confidential or non-public information obtained through service to APT should not be disclosed or used for personal benefit or for the benefit of another organization.

This obligation continues after service with APT concludes.

Article IX – Documentation

Disclosures and any resulting actions will be documented in meeting minutes or maintained in confidential governance records as appropriate.

Article X – Relationship to Other Governance Documents

This policy operates alongside other governance documents, including:

- APT Code of Ethics and Conduct
- Confidentiality and Non-Disclosure Agreement
- Recusal and Dual-Role Policy
- APT Bylaws

Article XI – Review

This policy may be reviewed periodically by the Board of Directors and updated as needed to reflect best practices and organizational needs.

ALLIANCE OF PROFESSIONAL TATTOOISTS
ANNUAL CONFLICT OF INTEREST DISCLOSURE FORM

Purpose of the Conflict-of-Interest Disclosure

This form is intended to promote transparency and provide basic documentation regarding outside roles, relationships, or activities that may intersect with the work of the Alliance of Professional Tattooists (APT).

Many individuals involved with APT are active in other areas of the tattoo community, including education, advocacy, manufacturing, regulation, and professional organizations. Participation in these activities is not prohibited and can contribute valuable perspective to the organization.

The purpose of this form is simply to document these relationships so that potential overlaps are known and can be considered if needed. Disclosure does not imply wrongdoing and does not automatically create a conflict of interest.

Similar disclosure practices are commonly used by nonprofit organizations to promote transparency and maintain clear organizational records.

In short, this form exists to create clarity and documentation, not to limit participation.

Acknowledgment

I have received, read, and understand the Alliance of Professional Tattooists Conflict of Interest Policy and agree to comply with it.

I understand that APT is a nonprofit professional organization and that individuals serving in leadership or advisory roles are expected to act in the best interests of the organization.

Signature:

Printed Name:

Role (Board / Officer / Committee / Advisor):

Date:

Disclosure Questions

Please answer fully. When in doubt, disclose. **Disclosure does not imply wrongdoing and is simply intended to provide transparency and documentation.**

1. Employment / Compensation

List any current employment, consulting, or compensated roles that relate to tattooing, body art, education, manufacturing, regulation, or advocacy.

None

Yes (describe):

2. Board, Officer, or Leadership Roles

List any boards, officer roles, committees, or leadership positions you hold in other organizations, whether paid or unpaid.

None

Yes (describe):

3. Advisory or Manufacturer Relationships

Do you currently hold, or have you held within the past 12 months, any advisory, ambassador, consultant, representative, sponsorship, or endorsement role with tattoo pigment manufacturers, suppliers, vendors, or related industry brands?

None

Yes (describe):

4. Educational or Certification Roles

Do you participate in the creation, instruction, or promotion of educational programs, certifications, or courses related to tattooing?

None

Yes (describe):

5. Other Potential Conflicts

Describe any other circumstances that could reasonably be perceived as a conflict of interest.

None

Yes (describe):

Certification

I certify that the information provided above is true, complete, and accurate to the best of my knowledge. I agree to promptly disclose any changes that may result in a conflict of interest.

I understand that failure to disclose may be addressed through APT's governance policies and procedures in accordance with APT's bylaws and policies.

Signature:

Printed Name:

Role (Board / Officer / Committee / Advisor):

Date:

ALLIANCE OF PROFESSIONAL TATTOOISTS
RECUSAL & DUAL-ROLE POLICY

Purpose

The purpose of this policy is to promote transparency and consistency when situations arise where outside roles, relationships, or interests may intersect with the work of the Alliance of Professional Tattooists (APT). This policy establishes a clear process for disclosure and potential review so the Board can be aware of potential overlaps and address them if needed.

This policy is not intended to restrict outside involvement or participation in other organizations. Many individuals serving APT are active in the broader tattoo community, and that experience can be valuable to the organization. The goal of this policy is simply to ensure that potential overlaps are disclosed so they can be considered thoughtfully when appropriate.

Disclosure of outside roles does not imply wrongdoing and does not automatically create a conflict of interest. In most situations, disclosure alone may be sufficient.

These guidelines are intended to support transparency, protect the organization, and provide clarity for individuals serving in leadership, advisory, or committee roles.

This policy applies to all individuals serving APT in an official capacity, including:

- Members of the Board of Directors
- Officers of the Corporation
- Advisory Committee members
- Committee members with delegated board authority
- The Executive Director

These individuals are referred to collectively throughout this policy as "covered individuals."

Guiding Standard

APT applies a **reasonable third-party standard**:

> A conflict may exist if an outside role or relationship could actually influence, or reasonably appear to influence, the individual's judgment or actions on behalf of APT.

A. Definition of Dual Role

Holding a dual role is not automatically a conflict and does not prohibit participation; it simply requires disclosure and review.

A **dual role** exists when an individual serving APT in a governance or advisory capacity also holds:

- A governance, leadership, or decision-making role in another organization, **or**
- A commercial, advocacy, or policy-related role that intersects with APT's mission or activities.

B. Disclosure Expectations

Individuals serving APT are expected to disclose outside roles that may overlap with APT's work so the Board may review, if needed, and determine whether any safeguards are appropriate.

Any board member, officer, committee member, or advisor **must disclose** a proposed dual role:

- **Disclosure should be provided in writing as soon as reasonably practicable.**

The disclosure must include:

- Name and nature of the external organization
- Title or authority of the role
- Whether the role is fiduciary, advisory, paid, or unpaid
- Areas of potential overlap with APT

C. Review and Determination

Upon disclosure:

- The Board may determine whether no action is required or may implement reasonable safeguards such as disclosure, recusal, or role adjustments when appropriate. Such determinations shall be made by a majority vote of disinterested Board members.

D. Failure to Disclose in Advance

If a dual role is not disclosed in advance, the Board may review the situation and determine appropriate next steps.

E. Recusal Requirements

When Recusal May Be Appropriate

- Recusal may be appropriate when matters involve:
- conflicts of interest
- compensation or contracts
- governance or leadership eligibility
- policies that directly affect the individual's role

Scope of Recusal

Recusal may include:

- Absence from discussion and deliberation
- Limited access to sensitive materials when appropriate
- No involvement in oversight or implementation
- No participation in related committees or working groups

Recusal determinations are documented in meeting minutes.

F. Structural Conflicts

In rare cases, a conflict may be ongoing rather than situation specific.

- The Board may evaluate whether continued service in a specific leadership capacity remains appropriate, or

- The Board may evaluate whether role adjustments are appropriate.

G. Officers and Heightened Duty

Officers of APT are held to a **heightened duty of loyalty**.
Officers may have additional responsibilities when managing conflicts due to their leadership roles.

H. Ongoing Duty to Disclose

Disclosure is a **continuing obligation**. Any significant change in circumstances should be disclosed.

I. Documentation

All disclosures, approvals, recusals, and determinations shall be documented and maintained in governance records.

J. Annual Acknowledgment

All covered individuals must annually acknowledge this policy and affirm compliance.

These policies are intended to promote transparency and protect both the organization and the individuals serving within it.

Acknowledgment

By signing below, I confirm that I have received, read, and understand the APT Recusal & Dual-Role Policy. I agree to comply with its disclosure and recusal requirements during my service with the Alliance of Professional Tattooists and to promptly disclose any dual roles or outside relationships that may intersect with APT's work.

I understand that this policy operates in conjunction with APT's Conflict of Interest Policy, Code of Ethics, and Non-Disclosure Agreement, all of which I have separately acknowledged.

Signature:

Printed Name:

Role (Board / Officer / Committee / Advisor):

Date:

ALLIANCE OF PROFESSIONAL TATTOOISTS
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
FOR APT BOARD, OFFICERS, ADVISORS, AND COMMITTEES

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into between the **Alliance of Professional Tattooists, Inc. ("APT")** and the undersigned individual ("Recipient") in connection with the Recipient's service as a **Board member, Officer, committee member, advisor, or other trusted representative of APT**.

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1. Purpose

Recipient acknowledges that, by virtue of their role with APT, they will have access to confidential, proprietary, and non-public information. This Agreement exists to protect APT's mission, credibility, and the confidentiality of internal information shared in the course of governance and organizational work.

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2. Definition of Confidential Information

"Confidential Information" means any information or material, whether oral, written, visual, electronic, or otherwise, that is not generally known to the public and that is disclosed to or accessed by Recipient through their role with APT.

Confidential Information includes, but is not limited to:

- Board and committee discussions, minutes, agendas, and materials
- Strategic plans, internal policies, governance deliberations, and roadmaps
- Membership data, disciplinary matters, investigations, and complaints
- Educational materials, curriculum, manuals, exams, certifications, and drafts
- Regulatory, advocacy, enforcement, and legislative strategies
- Financial information, budgets, pricing, vendor relationships, and contracts
- Intellectual property, copyrighted works, research, and studies
- Non-public discussions, opinions, or positions expressed during board or committee deliberations.

Information should be treated as confidential when a reasonable person would understand it to be non-public given the nature of the information and the context of disclosure.

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3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement

- Is lawfully obtained from a third party without a duty of confidentiality
- Is independently developed by Recipient without reference to APT information
- Is disclosed pursuant to a valid legal obligation or court order
- Is disclosed with APT's prior written consent
- Recipient may disclose Confidential Information to personal legal counsel when reasonably necessary and subject to professional confidentiality obligations.

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4. Obligations of Confidentiality and Non-Use

Recipient agrees that they shall:

- **Not disclose** Confidential Information to any third party without prior written authorization from APT.
- **Not use** Confidential Information for personal benefit or for the benefit of **any other organization**, including other organizations or entities.
- Maintain Confidential Information in strict confidence and exercise reasonable care to prevent unauthorized access or disclosure.
- Promptly notify the **home office**, with a written notice to **info@safe-tattoos.com**, if Recipient becomes aware of any unauthorized disclosure or use.

Governance Participation Clarification.
Nothing in this Agreement restricts good-faith participation in board deliberations, voting, or governance decision-making carried out within the scope of fiduciary duties.

This Agreement protects confidential information and is not intended to restrict lawful professional activity or participation in the broader tattoo trade.

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5. Cross-Organization and Dual-Role Acknowledgment

Recipient acknowledges that service with APT carries fiduciary duties of loyalty and care. Recipient expressly agrees that Confidential Information obtained through APT **may not be shared or used for the benefit of another organization.**

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6. Return and Destruction of Materials

Upon request by APT, or upon termination of Recipient's service, Recipient shall promptly return or permanently destroy all materials containing Confidential Information, including digital copies, and certify such return or destruction in writing.

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7. Injunctive Relief

Recipient acknowledges that unauthorized disclosure or use of Confidential Information would cause irreparable harm to APT. APT shall be entitled to seek **injunctive relief**, in addition to any other legal or equitable remedies, without the necessity of posting bond.

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8. No License or Ownership Rights

This Agreement does not grant Recipient any ownership or license rights in APT's Confidential Information or intellectual property, except as strictly necessary to perform authorized duties on behalf of APT.

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9. Indemnification

Recipient is responsible for damages arising from gross negligence, willful misconduct, or intentional unauthorized disclosure of Confidential Information.

Nothing in this section imposes personal liability for good-faith service performed within fiduciary duties. APT maintains Directors & Officers (D&O) liability insurance as part of its governance risk management framework.

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10. Whistleblower Protection

Nothing in this Agreement prohibits Recipient from reporting suspected violations of law to appropriate governmental authorities or from making disclosures protected under applicable whistleblower laws, including the Defend Trade Secrets Act.

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11. Term and Survival

This Agreement becomes effective upon signature and survives **two (2) years** following the conclusion of Recipient's service with APT. Obligations relating to trade secrets or proprietary intellectual property shall survive indefinitely.

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12. Enforcement and Governance Consequences

Recipient acknowledges that breach of this Agreement may result in:

- Restriction or reassignment of officer or committee roles as part of governance action
- Loss of eligibility for leadership roles
- Governance action consistent with APT bylaws and policies
- Legal remedies as allowed by law

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13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware**, as stated in the Alliance of Professional Tattooists' Articles of Incorporation, without regard to conflict-of-law principles.

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14. Entire Agreement

This Agreement constitutes the entire understanding regarding confidentiality and supersedes all prior confidentiality agreements related to Recipient's governance role with APT. Any amendments must be in writing and approved by APT.

This agreement is intended to protect confidential organizational information and is standard practice for nonprofit boards and advisors.

ACKNOWLEDGMENT AND SIGNATURE

I have read, understand, and agree to the terms of this Agreement.

Signature:

Printed Name:

Role (Board / Officer / Committee / Advisor):

Date:

Thank you for completing the APT Governance Documents Signing Packet.

By executing the documents in this packet, you have acknowledged your understanding of and commitment to APT's governance standards, ethical obligations, and confidentiality requirements. These commitments form the foundation of responsible leadership within our organization and reflect the standards we uphold on behalf of our membership and the tattoo trade.

This packet includes the following documents:

1. Fiduciary Duty Acknowledgment
2. Code of Ethics and Conduct
3. Conflict of Interest Policy and Disclosure
4. Recusal and Dual-Role Policy
5. Non-Disclosure Agreement

Your completed packet will be maintained in APT's confidential governance records by the Home Office. You will receive this packet annually each January for re-signing. If your circumstances change at any point during the year, including new outside roles, organizational affiliations, or potential conflicts, you are required to submit an interim disclosure via email to the Home Office promptly.

Questions at any time may be directed to the Home Office at info@safe-tattoos.com.

Thank you for your service to APT and to the practitioners we represent.