



## DOMINAE OF THE CAROLINAS: NON-DISCLOSURE AGREEMENT



This **Confidentiality and Nondisclosure Agreement** (the "Agreement") is entered into by and between Dominae of the Carolinas (hereinafter "DoC"), of Charlotte, NC and **Legal Name:** \_\_\_\_\_ (hereinafter "Contributor") residing at **Address:** \_\_\_\_\_, **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **DoC** is a pansexual, BDSM organization dedicated to providing education, support and a social network for its Contributors in a safe, responsible and discretion-conscious environment.
2. **Contributor** is a member who is at least 21 years and who has paid annual dues at signing and in January thereafter each year.
3. **Definition of Confidential Information.** For purposes of this agreement "Confidential Information" shall include the identity of any board member, officer, or Contributors, including but not limited to their legal names, addresses, phone numbers and occupations, any and all lectures, activities at any meeting or retreat, or any other interactions by, between and among members. Confidential Information shall also include guest speakers, financial information, board minutes, or any other information of a similar nature not available to the public.
4. **Non-Disclosure of Confidential Information.** Contributor acknowledges that during the period of their membership with DoC, Contributor has/had or will have access to Confidential Information. Contributor therefore agrees that both during and after their membership, Contributor shall not, directly or indirectly, reveal, report, publish, disclose or transfer any Confidential Information to any person or entity not affiliated with or a member hereof, or use any Confidential Information for any purpose whatsoever.
5. **Exclusions from Confidential Information.** Contributor's obligations under this Agreement do not extend to information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known under no fault of Contributor; (b) discovered by Contributor before disclosure to DoC; (c) learned by the Contributor through legitimate means other than from DoC or its representatives; or (d) disclosed by Contributor with DoC's prior written approval.
6. **Obligations of Contributor.** Contributors shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of DoC. Contributor shall carefully restrict access of Confidential Information to third parties. Contributor shall not, without prior written approval of DoC, use for the Contributor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of DoC, any Confidential Information.
7. **Social Media.** Contributors agree that they shall not go onto any social media platform such as Yelp, Twitter, Facebook, Quora, FetLife, SnapChat, Instagram, etc. for the purpose of divulging Confidential Information. Contributors may post their own information so long as it does not expose the confidential information of any other Contributor or DoC.
8. **Time Periods.** The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Contributor's duty to hold Confidential Information in confidence shall remain in effect until DoC sends Contributor written notice releasing Contributor from this Agreement.
9. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted as best to affect the intent of the parties.
10. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
11. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
12. **Governing Law.** DoC and Contributor irrevocably (a) consents to the exclusive venue of any court located within Mecklenburg County, North Carolina, or York, South Carolina in connection with any dispute or matters contemplated herein or any matter relating to any arbitration in which the parties are participants, and (b) waives and covenants not to assert or plead any objection that they might otherwise have to such venue. Each party hereto agrees not to commence any legal proceedings related hereto except in such a venue. The parties also agree that this Agreement shall be governed in all respects by the laws of the United States of America and the State of North Carolina, and the State of South Carolina; as such laws apply to agreements entered into and to be performed entirely within the State of North Carolina by North Carolina residents, and South Carolina by South Carolina residents and that process may be served upon them in any manner authorized by the laws of the State of North Carolina., or South Carolina
13. **Remedies.** Contributor agrees that the unauthorized disclosure or use of confidential information will cause irreparable harm and significant injury to DoC, which will be extremely difficult to estimate or ascertain, thus, making any remedy at law or in damages inadequate and entitling DoC to injunctive relief. Any injunctive relief sought shall be in addition to any other remedy available to DoC in law or equity. If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing party will have its legal fees and costs reimbursed
14. **Resolution of Conflicts: Arbitration.** Subject to Paragraph 10 hereof, any claim or dispute arising out of, related to or in connection with this Agreement, or the interpretation making, performance, breach or termination thereof (each, a "Dispute"), shall be finally settled by binding arbitration in the County of Mecklenburg, North Carolina, in accordance with the Comprehensive Arbitration Rules and Procedures (the "Rules") then in effect of the Judicial Arbitration and Mediation Services, Inc. and judgment upon any award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a Dispute.
  - a. Selection of Arbitrators. Such arbitration shall be conducted by a single independent arbitrator chosen by mutual agreement of DoC and Contributor. Alternatively, at the request of either party before the commencement of arbitration, the arbitration shall be conducted by three (3) independent arbitrators, none of whom shall have any competitive interests with either party. DoC and Contributor shall each select one

arbitrator. The two arbitrators so selected shall select a third arbitrator.

b. Discovery. In any arbitration under this Section 11, both parties will be permitted to engage in the same discovery rights as if the case was litigated in a North Carolina court, subject to the sole discretion of the arbitrator, or a majority of the three arbitrators, as the case may be, shall rule on motions to compel or limit discover and shall have the authority to impose sanctions for discovery abuses, including attorneys' fees and costs, to the same extent as a competent court of law or equity, should the arbitrator or a majority of the three as the case may be, determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. c.

Governing Law. The arbitrator(s) will apply North Carolina or South Carolian substantive and procedural law to any dispute, without reference to rules of conflict of law, and shall administer and conduct any arbitration in accordance with the North Carolina or South Carolina rules of civil procedure. The arbitrator, or a majority of the three as the case may be, shall have the power to decide any motions brought by either party to the arbitration, including motions for summary judgment or adjudication, and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator, or a majority of the three, as the case may be, shall have the power to award any remedies available under applicable law, including injunctive relief, and shall award attorneys' fees and costs to the prevailing party except as prohibited by applicable laws.

d. Decision. The decision of the arbitrator or a majority of the three, as the case may be, shall be final, binding, and conclusive on the parties to the arbitration. Such a decision shall be written and shall be supported by written findings of fact and conclusions that shall be set forth the award, judgment, decree or order awarded by the arbitrator(s). Judgment may be entered on the arbitrator(s) decision in any court having jurisdiction.

e. Except as provided for in this Agreement, neither DoC nor Contributor shall be permitted to pursue court action regarding any dispute that is subject to arbitration. Notwithstanding anything to the contrary contained herein, the arbitrator(s) shall not have the authority to disregard or refuse any lawful policy of DoC, and the arbitrator(s) shall not order or require DoC to adopt a policy not otherwise required by laws that DoC has not adopted.

f. Costs and Expenses. The prevailing party in any such dispute shall be entitled to an award of its costs and attorneys' fees spent on arbitrating the dispute, which shall be paid by the non-prevailing party, as ordered by the arbitrator(s).

g. Confidentiality. DoC and Contributor agree to maintain in complete confidence any dispute arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination hereof, including the existence of an arbitration proceeding and the outcome thereof, and shall not disclose or publicize any such information to any third party (other than to each parties' legal advisors bound by confidentiality restrictions).

h. Agreement to Arbitrate. Contributor has read and understands this section which discusses arbitration. Employee understands that by signing this Agreement, Contributor agrees to the extent permitted by applicable laws, to submit any future claims arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, to binding arbitration, and that this arbitration clause constitutes a waiver of Contributor's right to a jury trial and relates to the resolution of all disputes.

15. **Liquidated Damages.** Contributor agrees not to disclose any information regarding the existence or substance of DoC, its Board, members and activities. In the event that DoC establishes that Contributor has materially violated the terms of this Agreement, Contributor shall pay to DoC liquidated damages in the amount of \$500.00 per occurrence. The parties agree that the sums payable under this section shall constitute liquidated damages and not penalties and are in addition to all other rights of DoC. The parties further acknowledge that (a) the amount of loss or damages likely to be incurred is incapable or is difficult to estimate, (b) the amounts specified in such subsections bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with a breach of this paragraph; (c) one of the reasons for DoC and Contributor reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages; and (d) both DoC and Contributor are sophisticated parties who were given the opportunity to review same with legal counsel before agreeing to same. In the event Contributor signs the agreement without having conferred with counsel, the Contributor shall have ten (10) days from signing this agreement to confer with counsel and if they so desire, to withdraw as a member in writing to DoC of its intention.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

The undersigned Contributor signs this agreement in good faith and agrees that it will not use their membership herein or confidential information to gain any legal advantages in either criminal or civil courts.

I understand that breaking of this agreement could result in the immediate termination of my membership with DoC.

Although good faith efforts have been taken to preserve participant confidentiality, no guarantees can be made in this regard nor to information communicated by and between participants in this forum.

DoC will retain a copy of this agreement that will be stored in an encrypted folder at the offices of its attorney.

Entered the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Printed Legal Name: \_\_\_\_\_

Signature Legal Name: \_\_\_\_\_

Scene Name: \_\_\_\_\_