

# FLMC VOLUNTEER NON-DISCLOSURE AGREEMENT

This Volunteer Non-Disclosure agreement (the "Agreement") is made between Fawn Lake Maintenance Commission ("Company") and \_\_\_\_\_ ("Volunteer") and goes into effect \_\_\_\_\_. Volunteer is performing services for the Company without promise, expectation, receipt of compensation or employment for services rendered, and in the process may be exposed to Confidential Information (as defined below). The Agreement is intended to prevent the unauthorized disclosure of Confidential Information.

## 1. Confidential Information

"Confidential Information" is proprietary information relating to Company's business including but not limited to: business and financial records, customer lists, intellectual property, proprietary data, security measures, new products or services, forecasts or any other proprietary business information that, if disclosed, could affect the business of Company.

## 2. Non-Disclosure

Without Company's prior written consent, Volunteer will not: (a) disclose Company Information to any third party; (b) make or permit to be made copies or other reproductions of Company Information; or (c) make any commercial use of Company Information.

## 3. Return/Use of Confidential Materials

Upon Company's request, Volunteer shall immediately return all original materials provided by Company and any copies, notes or other documents in Volunteer's possession pertaining to Company Information. Furthermore, Volunteer shall not access Company accounts (voicemail, logins, cloud services, etc.) or use Company passwords or keys at any other than within volunteer work hours at the Office or off-site as approved by Company or FLMC board.

## 4. Term

This Agreement and Volunteer's duty to hold Company Information in confidence shall remain in effect until Company sends Volunteer written notice releasing it from this Agreement.

## 5. Notice of Immunity from Liability

An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

## 6. General Provisions

- (a) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- (b) **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.
- (c) **Waiver.** Failure to exercise any right provided in this Agreement shall not wave prior or subsequent rights.

### Company:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

### Volunteer:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_