



Member CONFIDENTIALITY Agreement and Signature

As a Member/Volunteer for WomenSpirit Coalition, you will be given access to pertinent materials and confidential information from individuals and from/by WomenSpirit Coalition staff and customers. You must acknowledge that Confidential Information, regardless of how furnished and whether or not marked "confidential," constitutes valuable, confidential, proprietary information and/or trade secrets of WomenSpirit Coalition. Notwithstanding the above, the term "Confidential information" does not include information which (a) is or becomes generally available to the public other than through disclosure (b) is already known or becomes available to the Member on a non-confidential basis prior to disclosure to the Member by WomenSpirit Coalition, or (c) is independently developed by the Member without reliance upon the Confidential Information from WomenSpirit Coalition.

The Member agrees and shall: (a) keep all Confidential Information secret and confidential and not disclose the same to any person except as authorized by WomenSpirit Coalition or as required by law; and (b) not use the Confidential Information for any purpose, directly or indirectly, other than as directed by WomenSpirit Coalition. If the Member is requested pursuant to, or required by, applicable law or legal process to disclose any Confidential Information, the Member shall provide WomenSpirit Coalition with prompt notice of such request(s) to enable WomenSpirit Coalition to seek an appropriate protective order. As used herein, the term "Member" shall be broadly interpreted to include any corporation, company, partnership, limited liability company, joint venture or individual.

Upon request of WomenSpirit Coalition, the Member shall promptly return all Confidential Information, including all copies, reproductions, summaries, analyses and extracts. Without prejudice to the other rights and remedies available to WomenSpirit Coalition, WomenSpirit Coalition shall be entitled to equitable relief by way of injunction if the Member breaches or threatens to breach this Agreement. No failure or delay by WomenSpirit Coalition in exercising any right hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise there

Members of WomenSpirit Coalition may have access to confidential information about WomenSpirit Coalition, other Members and clients. Members should practice confidentiality when using the electronic bulletin and other web system services and/or to communicate confidential information internally to those with a need to know. For purposes of this policy, confidential information on the electronic bulletin and web system includes, but is not limited to:

- (a) Procedures for computer access and passwords of WomenSpirit Coalition's clients, members, customers, program manuals, user manuals, or other documentation, run books, screen, file, or database layouts, systems flowcharts, and all documentation normally related to the design or implementation of any computer programs developed by WomenSpirit Coalition relating to computer programs or systems installed either for customers or for internal use;
- (b) Lists of present clients and customers and the names of individuals at each client or customer location with whom WomenSpirit Coalition deals, the type of equipment or computer software they purchase or use, and information relating to those clients and customers which has been given to WomenSpirit Coalition by them or developed by WomenSpirit Coalition, relating to computer programs or systems installed;
- (c) Lists of or information about personnel seeking employment with or who are employed by WomenSpirit Coalition;
- (d) Any other information relating to WomenSpirit Coalition's research, development, inventions, purchasing, engineering, marketing, merchandising, and selling of or the exercise of any right hereunder.

My signature acknowledges that I am offering to serve in the capacity of Member for a term of one year once I am invited to participate in Coalition activities.

Print Name _____ **Title** _____
Signature _____ **Date** _____