

Confidentiality & Non-Disclosure Agreement

This Agreement ("Agreement") is entered into on this _____ day of _____, 201_ by and between American Volkssport Association ("AVA") and _____ ("Recipient").

It is understood and agreed that volunteers, board members, committee members or others performing work or providing services for AVA may require certain information that is and must be kept confidential. Recipient agrees that he or she requires and will appropriately safeguard and use such information for the purpose of performing work or providing services to AVA, AVA agrees to disclose or provide such information to Recipient, and they both agree as follows:

1. Confidential Information.

- A. For the purpose of this Agreement, Confidential Information means any tangible or intangible data or information that is proprietary to AVA and not generally known to the public, including but not limited to:
- (1) Marketing strategies, plans, financial information, projections, operations, business plans or performance results relating to past, present or future AVA activities;
 - (2) Plans for products, services or customer lists;
 - (3) Concepts, reports, data, designs, tools, specifications, computer software, databases, inventions, information or trade secrets; and
 - (4) Any other information that should reasonably be recognized as confidential information.
- Confidential Information does not need to be novel, unique, patentable, copyrightable or constitute a trade secret in order to be considered Confidential Information.
- B. Recipient acknowledges that Confidential Information is proprietary to AVA, has been developed and obtained through great efforts by AVA and that AVA regards all of its Confidential Information as trade secrets.
- C. Confidential Information shall not include information which:
- (1) Was known to Recipient prior to receiving such information from AVA;
 - (2) Is or becomes publicly available through no fault or failure of, or breach in this Agreement by, Recipient; or
 - (3) Is required to be disclosed in a judicial proceeding or otherwise required to be disclosed by law or regulation.

2. Use and Disclosure of Confidential Information.

- A. AVA may disclose or provide access to Confidential Information to Recipient. Recipient agrees to:
- (1) Use such information in the performance of work or the provision of services to or for AVA;
 - (2) Only use such information under the supervision of AVA;
 - (3) Keep such information confidential by using a reasonable degree of care;
 - (4) Not disclose such information to any third party unless required or instructed to do so by AVA; and
 - (5) Not copy, replicate, move or modify such information without prior written consent of AVA.

Recipient further acknowledges that AVA is solely responsible for making any determination as to what information, if any, is appropriate, reasonable and secure to release to any third party.

3. Non-Competition

Recipient agrees that while he or she is performing work or providing services for AVA and for one year afterward, Recipient will not attempt to do business with or otherwise solicit any business contacts found or

otherwise referred to Recipient by AVA for the purpose of circumventing or competing with AVA such that AVA fails to realize a profit, fee or other gain without specific written permission of AVA.

4. Remedies.

AVA and Recipient acknowledge that the Confidential Information disclosed or provided by AVA is of a unique and valuable character and that unauthorized dissemination of such information would destroy or diminish its value. Because damages to AVA that would result from the unauthorized disclosure of Confidential Information would be impossible to calculate, both parties agree that AVA shall be entitled to injunctive relief preventing the dissemination of such information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available to AVA under law or in equity.

AVA shall be entitled to any commissions, fees or other revenue due to circumvention or competition with AVA in violation of this Agreement by Recipient.

AVA shall be entitled to recover any fees and costs, including reasonable attorneys' fees, in obtaining any such relief. Further, in the event of litigation under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses relating to such litigation.

5. Miscellaneous.

- A. This Agreement states the entire agreement between the parties concerning the disclosure or provision of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
- B. This Agreement shall be governed and construed according to the laws of the state of Texas.
- C. Any failure by either party to enforce the other party's performance of this Agreement will not constitute a waiver of that party's right to subsequently enforce any provision of this Agreement.
- D. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
- E. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it without prior written consent of the other party.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Signature - Recipient of Confidential Information

Date

Print or Type Name

AVA Authorized Representative

Date

Print or Type Name