

HERMANTOWN

AREA CHAMBER OF COMMERCE

Confidentiality Agreement

The undersigned individual on the Board of Directors of the Hermantown Area Chamber of Commerce (Hermantown Chamber), in order to serve or continue to serve on the Board of Directors, agrees as follows:

1. Introduction.

Hermantown Chamber owns or will own confidential information as defined below and Director is the individual to whom the confidential information has been or will be disclosed. Director has represented that Director will protect the confidential information which has been or will be disclosed to Director.

2. Confidential Information.

"Confidential Information" refers to any information or material which is proprietary to the Hermantown Chamber, whether or not owned or developed by the Hermantown Chamber, which is not generally known other than through Hermantown Chamber, and which Director may obtain through any direct or indirect contact with the Hermantown Chamber.

- a. Confidential Information includes without limitation: business records and plans, financial statements, public policy information, member lists, records or any information obtained concerning members, technical information, computer programs, and data bases, copyrights and other intellectual property, and any and all private information regarding other Directors and other proprietary information.
- b. Confidential Information does not include: matter of public knowledge that result from disclosure by the Hermantown Chamber, information rightfully received by Director from a third party without a duty of confidentiality, information disclosed by operation of law, information disclosed by Director with the prior written consent of the Hermantown Chamber and any other information that both the Hermantown Chamber and Director agree in writing is not confidential.

3. Protection of Confidential Information.

- a. Director may have access to and become acquainted with information concerning the operation and processes of the Hermantown Chamber, including without limitation, financial, public policy, personnel, fundraising, current or any future and proposed work, services or products, the facts that any such work, services or products are planned, under consideration, or in production, as well as any descriptions thereof, and other information that is owned by the Hermantown Chamber and regularly used in the operation of

the Hermantown Chamber, and that such information constitutes Hermantown Chamber's Confidential Information.

- b. Director specifically agrees that Director shall not misuse, misappropriate, or disclose any Confidential Information, directly or indirectly, to any other person or use them in any way, except as is required in the course of Director's service to the Hermantown Chamber.
- c. Director acknowledges and agrees that the sale or unauthorized use or disclosure of any Confidential Information obtained by Director during the course of Director's service on the Board constitutes unfair competition. Director promises and agrees not to engage in any unfair competition, either during the term of Director's service on the Board or at any other time thereafter.
- d. Director further agrees that all files, records, documents, drawings, specifications, equipment, member lists and similar items relating to the Hermantown Chamber, whether prepared by Director or others, are and shall remain exclusively the property of the Hermantown Chamber.

4. Unauthorized Disclosure of Information.

If it appears that Director has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Hermantown Chamber shall be entitled to an injunction to restrain Director from disclosing, in whole or in part, the Confidential Information. The Hermantown Chamber shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

5. Return of Confidential Information.

Upon the written request of the Hermantown Chamber, Director shall return to the Hermantown Chamber all materials containing the Confidential Information. Within five (5) days of receipt of a request from the Hermantown Chamber, Director shall also deliver to the Hermantown Chamber a written statement signed by Director certifying that all materials have been returned to the Hermantown Chamber.

DIRECTOR

Dated: _____

Signature: _____

Print Name: _____