

NON-DISCLOSURE AGREEMENT

It is the goal of the **NEW CALIFORNIA STATE** to protect the confidentiality of our volunteers and donors. Access to such files are privileged to those who are specific leaders of the county, region, state, and volunteer leaders: the County Chairs, Data Managers, and Volunteer Coordinators on the county level, certain City Leaders, City Data Managers, and City Volunteer Coordinators. Specified Regional Field Operations Managers, and State Directors and State Deputies also would have access only upon signature of this Non-Disclosure Agreement (NDA). Data shared and acquired as part of these duties and roles are proprietary and the property of the **NEW CALIFORNIA STATE** (Company); hereinafter referred to as **NEW CALIFORNIA**.

You have requested that the entity signing below (the "**Company**") engage you (as an employee, independent contractor, volunteer, or otherwise) to perform services; and you desire in your capacity as an employee or volunteer of such independent contractor to perform all or a part of such services. You have made the promises and agreements set forth below to induce the Company to accept your or your employer's, as applicable, offer of engagement and to permit you, in the applicable capacity, to perform all or a portion of the subject services. Those promises and agreements are part of what the Company is receiving in exchange for agreeing to engage you or your employer, and to permit you to perform all or a portion of the subject services; and the Company is relying on your fulfillment of these promises and agreements.

Any initially capitalized terms that are not defined when used in this Agreement are defined in Paragraph 6 herein.

1. No Disclosure of Confidential Information. During the term of your service and at all times thereafter you hereby promise and agree:
 - a. not to disclose, disseminate, or publish, or cause to be disclosed, disseminated, or published, any Confidential Information (including Company's database or volunteer sign-up or visitor sign-in lists) **unless specifically authorized**;
 - b. not to assist others in obtaining, disclosing, disseminating, or publishing Confidential Information;
 - c. not to use any Confidential Information in any way detrimental to the Company, **NEW CALIFORNIA**;
 - d. not to save, store, or memorialize any Confidential Information (including, without limitation, incorporating it into any storage device, server, Internet site, or retrieval system, whether electronic, cloud based, mechanical, or otherwise) **except as may be expressly required** in connection with the performance of services to the Company;
 - e. to: 1) provide the Company with written notice of any legal obligation to disclose any Confidential Information as soon as you become aware of such obligation; 2) not make any disclosure notwithstanding such obligation until the Company has had a reasonable opportunity to seek an appropriate protective order or similar relief; 3) fully cooperate and join with the Company (and the appropriate **NEW CALIFORNIA** Person) in any request for a protective order or similar relief; 4) exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information in the event no such protective order or similar relief is obtained, whether because it has been denied or because the Company (or the appropriate **NEW CALIFORNIA** Person) has elected not to seek it; and 5) under all circumstances, not furnish any greater portion of the Confidential Information than you are advised by counsel is absolutely legally required to be disclosed by you or furnish any Confidential Information to any individual,

company, or government entity other than the one to whom or to which you are absolutely legally required to disclose; and

- f. promptly, upon the request, whenever made, of the Company: 1) return to the Company all Confidential Information furnished to you, together with all copies, abstracts, notes, reports, or other materials furnished to, or otherwise obtained by, you or on your behalf, without retaining copies, extracts, or other reproductions, whether physical, electronic, cloud based or otherwise, in whole or in part; 2) destroy all documents, memoranda, notes, or other writings prepared by you or anyone on your behalf that are based upon the Confidential Information; and 3) acknowledge such destruction in writing to the Company.

The foregoing provisions each apply to Confidential Information and disclosure, dissemination, publication, use, and effort to help others obtain, save, store, and memorialize Confidential Information, as applicable: 1) by any means of expression, including but not limited to, verbal, written, or visual; 2) whether or not preserved in any medium now known or hereafter discovered or invented, including but not limited to, audio recording of any type, written text, drawing, photograph, film, video, or electronic device; 3) in any manner or form, including but not limited to, any book, article, memoir, diary, letter, essay, speech, interview, panel or roundtable discussion, image, drawing, cartoon, radio broadcast, television broadcast, video, movie, theatrical production, Internet website, e-mail, Twitter tweet, Facebook page, or otherwise, even if fictionalized; 4) in any language; or 5) in any country or other jurisdiction (collectively, the “**Restricted Means and Contexts**”).

2. No Disparagement. During the term of your service and at all times thereafter, you hereby promise and agree not to demean or disparage publicly the Company, NEW CALIFORNIA, or any asset any of the foregoing own, or product or service any of the foregoing offer, in each case by or in any of the Restricted Means and Contexts and to prevent your employees from doing so.
3. No Competitive Services. Until the Non-Compete Cutoff Date, you promise and agree not to assist or counsel, directly or indirectly, for compensation or as a volunteer, any entity or replication of NEW CALIFORNIA and its structure, organization, or volunteer data and to prevent your employees and contractors from doing so.
4. No Competitive Solicitation. Until the Non-Solicitation Cutoff Date, you promise and agree not to hire or solicit for hiring, or assist any other person, entity, or organization to hire or solicit for hiring, any person that is an independent contractor of, employee of an independent contractor of, or employee of the Company or any other NEW CALIFORNIA Person and who at any time provides services for the project or objective for which you or your employer, as applicable, are being engaged.
5. No Competitive Intellectual Property Claims. During the term of your service and at all times thereafter, you promise and agree never to assert any rights to any intellectual property that:
 - a. includes the name NEW CALIFORNIA STATE and/or NEW CALIFORNIA;
 - b. is owned by or associated with the Company, NEW CALIFORNIA, any Family Member, or any Family Member Company; for example, without limitation, any name, likeness, voice, or image of NEW CALIFORNIA, or any logo, motto, or phrase created, developed, or commonly associated with any of them; or;
 - c. is developed in connection with the project or objective for which your services are being engaged (all of which will be deemed a “work made for hire” or will be assigned by you to us).

6. Definitions. As used in this Agreement, the following definitions apply:

- a. **“Confidential Information”** means all information (whether or not embodied in any media) of a private, proprietary, or confidential nature or that NEW CALIFORNIA or its contractors insists remain private or confidential, including, but not limited to, any information with respect to the personal life, political affairs, and/or business affairs of NEW CALIFORNIA Persons, including but not limited to, the assets, investments, revenue, expenses, taxes, financial statements, actual or prospective business ventures, contracts, alliances, affiliations, relationships, affiliated entities, bids, letters of intent, term sheets, decisions, strategies, techniques, methods, projections, forecasts, customers, clients, contacts, customer lists, contact lists, schedules, appointments, meetings, conversations, notes, and other communications of NEW CALIFORNIA.
- b. **“Non-Compete Cutoff Date”** means the date NEW CALIFORNIA announces that it will cease operations.
- c. **“Non-Solicitation Cutoff Date”** means the Non-Compete Cutoff Date.
- d. **“NEW CALIFORNIA”** means any entity, partnership, trust, or organization that in whole or in part was created by or for the benefit of NEW CALIFORNIA or is controlled or owned by NEW CALIFORNIA.

7. Remedies for Breach of this Agreement.

- a. Consent to Injunction. A breach of any of your promises or agreements under this Agreement will cause the Company, NEW CALIFORNIA, irreparable harm. Accordingly, to the extent permitted by law, and without waiving any other rights or remedies against you at law or in equity, you hereby consent to the entry of any order, without prior notice to you, temporarily or permanently enjoining you from violating any of the terms, covenants, agreements, or provisions of this Agreement on your part to be performed or observed. Such consent is intended to apply to an injunction of any breach or threatened breach.
- b. Agreement to Indemnify. You hereby agree to indemnify, defend (with counsel acceptable to the NEW CALIFORNIA you are defending), and hold harmless each NEW CALIFORNIA Person from and against any claim, demand, suit, proceeding, damages, cost, loss, or expense of any kind or nature, including but not limited to reasonable attorneys’ fees and disbursements, incurred by any NEW CALIFORNIA Person as a consequence of your breach of any of your promises or agreements in this agreement.
- c. Damages and Other Remedies. Notwithstanding anything to the contrary, each NEW CALIFORNIA Person will be entitled to all remedies available at law and equity, including but not limited to monetary damages, in the event of your breach of this agreement. Nothing contained in this Agreement will constitute a waiver of any NEW CALIFORNIA Person’s remedies at law or in equity, all of which are expressly reserved.

8. Resolution of Disputes.

- a. Governing Law; Jurisdiction and Venue. This Agreement is deemed to have been made in the State of California; and any and all performance hereunder, breach hereof, or claims with respect to the enforceability of this Agreement must be interpreted and construed pursuant to the laws of

the State of California without regard to conflict of laws or rules applied in the State of California. You hereby consent to exclusive personal jurisdiction and venue in the State of California with respect to any action or proceeding brought with respect to this Agreement.

- b. Arbitration. Without limiting the Company's or any other NEW CALIFORNIA Person's right to commence a lawsuit in a court of competent jurisdiction in the State of California, any dispute arising under or relating to this Agreement may, at the sole discretion of each NEW CALIFORNIA Person, be submitted to binding arbitration in the State of California pursuant to the rules for commercial arbitrations of the American Arbitration Association; and you hereby agree to and will not contest such submissions. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction.

 - c. Prevailing Party Fees. Any court judgment or arbitration award shall include an award of reasonable legal fees and costs to the prevailing party.

 - d. Interpretation and Representation by Counsel. This Agreement has been drafted on behalf of the undersigned only as a convenience and may not, by reason of such action, be construed against the undersigned. Each of the parties:
 - 1) has had the opportunity to be, and/or has elected not to be, represented by counsel;
 - 2) has reviewed each of the provisions in this Agreement carefully; and
 - 3) has negotiated or had full opportunity to negotiate the terms of this Agreement, specifically including, but not limited to, Paragraph 7 hereof. You waive any claims that may be available at law or in equity to the effect that you did not have the opportunity to so consult with counsel.

 - e. No Waiver. Neither the failure or delay to exercise one of more rights under this Agreement nor the partial exercise of any such right will be deemed a renunciation or waiver of such rights or any part thereof or affect, in any way, this Agreement or any part hereof or the right to exercise or further exercise any right under this Agreement or a law or in equity.
9. Miscellaneous.
- a. Modifications. No change or waiver of the terms, covenants, and provisions of this Agreement will be valid unless made in writing and signed by the undersigned.
 - b. Relationship. Nothing herein contained is intended to, nor shall be construed as, reflecting any employer-employee or independent contractor relationship between you and the undersigned or any other individual or entity.
 - c. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and same instrument.

Delivery of an executed signature page of this Agreement by facsimile transmission of .pdf, .jpeg, .TIFF, or other electronic format or electronic mail attachment will be effective as delivery of an original executed counterpart hereof.

10. Survival. This Agreement will survive the expiration, cancellation, or termination of any employment, volunteer, or independent contractor relationship that you may have with the Company or with any individual, entity, partnership, trust, or organization that the Company has engaged.

_____ **ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, AND AGREES TO COMPLY WITH THE FOREGOING WHICH CREATES A VALID AND BINDING LEGAL OBLIGATION ON HIM OR HER.**

Volunteer Signature: _____ Date: _____

PRINT Name: _____

Address: _____
