

## **CONFIDENTIALITY AGREEMENT (Board Members Only)**

This Confidentiality Agreement ("Agreement") is made and entered into as of the date signed below, by and between Nelipots in Nature ("Organization") and the undersigned board member ("Board Member").

### **1. Purpose**

As a member of the Board of Directors of the Organization, the Board Member will have access to sensitive and proprietary information. The purpose of this Agreement is to protect the confidentiality of such information and to ensure its appropriate use.

### **2. Confidential Information**

Confidential Information includes but is not limited to financial data, strategic plans, donor lists, employee and volunteer information, legal matters, and any other non-public information concerning the Organization.

### **3. Obligation of Confidentiality**

The Board Member agrees to:

- Maintain the confidentiality of all Confidential Information and not disclose it to any third party without prior written consent from the Organization.
- Use Confidential Information solely for the purpose of fulfilling their duties as a Board Member.
- Exercise reasonable care to prevent unauthorized use or disclosure of Confidential Information.

### **4. Exceptions**

This Agreement does not apply to information that:

- Is publicly available through no breach of this Agreement.
- Is lawfully received from a third party without an obligation of confidentiality.
- Is required to be disclosed by law or court order, provided that the Board Member notifies the Organization in advance of such disclosure when possible.

### **5. Duration of Obligation**

The Board Member's obligation to maintain confidentiality continues indefinitely, even after their term on the Board has ended.

### **6. Return of Materials**

Upon resignation, termination, or completion of the Board Member's service, they agree to return or destroy all documents and materials containing Confidential Information.

### **7. Breach and Remedies**

A breach of this Agreement may result in legal action, including but not limited to injunctive relief and damages.

## **8. Acknowledgment**

The Board Member acknowledges that they have read, understood, and voluntarily agree to the terms of this Confidentiality Agreement.

**Board Member Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Organization Representative Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_