



## **UNILATERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

AGREEMENT (hereinafter “Agreement”) and acknowledgement between BOOTS ON THE GROUND, INC. (hereinafter “BOTG”) and \_\_\_\_\_ (hereinafter “Applicant”).

Whereas, BOTG and Applicant agree to furnish access to certain confidential information relating to the affairs of the BOTG and Applicant solely for purposes of evaluating the Applicant for possible volunteering opportunities with BOTG.

Whereas, the undersigned BOTG and Applicant agree to review, examine, inspect or obtain such information only for the purposes described above, and to otherwise hold such information confidential and secret pursuant to the terms of this agreement in perpetuity.

BE IT KNOWN, that BOTG has or shall furnish to the undersigned Applicant certain confidential information and may further allow suppliers, customers, employees or representatives of BOTG to disclose information to the Undersigned Applicant, only upon the following conditions:

### **CONFIDENTIAL INFORMATION**

1. The Applicant agrees at all times to hold in strictest confidence all BOTG information. Applicant further agrees he/she shall not use said information for any purpose whatsoever, including but not limited to competition, except for the benefit of BOTG, and shall not disclose to any person, party, firm, corporation, or other third party without express written authorization of BOTG, any Confidential Information of BOTG. “Confidential Information” is any BOTG proprietary information, volunteer lists, financial records, training programs, technical data, trade secrets or know-how, including, but not limited to, research, product or service plans, business plans, marketing plans, contact lists, partners, products, services, customer lists, strategic

relationships, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Applicant by BOTG either directly or indirectly.

2. BOTG agrees at all times during the term of its contract that it shall keep Applicant's actual identity and any private information in the strictest confidence. Except where a separate release has been executed by Applicant to distribute agreed upon content, any information, photos, video, or other material provided by Applicant to BOTG for evaluation shall remain protected and private, and shall not be used for any other purpose by internal evaluation.
3. Applicant recognizes that BOTG has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on BOTG's part to maintain the confidentiality of such information and to use it only for certain limited purposes, and hereby agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out its work for BOTG consistent with BOTG's agreement with such third party.
4. The Applicant shall not disclose any Confidential Information to any of his/her family, friends, partners, significant others, cohabitators, associates, members, employees, subcontractors, except those employees or subcontractors who are required to have the Confidential Information in order to perform their duties in connection with the evaluation and continuation of a business relationship between the Applicant and BOTG. The Applicant shall inform each such individual of the proprietary nature of the Confidential information and of the terms and obligations of this Agreement. Each permitted employee, volunteer, subcontractor, member, or associate to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of BOTG.
5. Applicant hereby agrees not to directly or indirectly compete with the business of the BOTG and its successors and assigns during the Term, or at any time Applicant is engaged by BOTG or provides any work product, services, consulting, or serves in any form as an independent contractor for BOTG, and for a period of one (1) year following termination of Applicant's engagement, and notwithstanding the cause or reason for said termination. The term "not compete" as used herein shall mean that the Applicant shall not own, manage, operate, direct, consult for, be employed by, volunteer for, or

partner with or in any business or venture with any current or former BOTG member, volunteer, partner, sponsor, employee, or contractor whatsoever.

6. Applicant shall not offer to provide or accept any engagement to provide any services or consulting to any previous or current BOTG member, volunteer, partner, sponsor, employee, or contractor whatsoever any under circumstances that are substantially similar to, or in competition with, the present business or operational activities of BOTG or such other business or activity in which BOTG may substantially engage during the term of this Agreement and for a period of one (1) year after Applicant's last engagement with BOTG.
7. At the end of the Term, or if requested sooner by BOTG, the Applicant will return to BOTG, retaining no copies or notes, all documents relating to BOTG's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Applicant during its contractual relationship with BOTG.
8. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that the Applicant can demonstrate: (1) was available or became generally available to the public other than as a result of a disclosure by the Applicant; or (2) was available, or became available, to the Applicant on a non-confidential basis prior to its disclosure to the Applicant by BOTG or a BOTG representative, but only if such information was not made available through a breach of confidentiality owed to BOTG; or (3) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, however, that the Applicant shall: (A) provide BOTG with prompt notice of any such request(s) so that BOTG may seek an appropriate protective order or other appropriate remedy; and (B) provide reasonable assistance to BOTG in obtaining any such protective order. If such protective order or other remedy is not obtained or BOTG grants a waiver hereunder, the Applicant may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to BOTG, the Applicant is legally compelled or am otherwise required to disclose; provided, however, that the Applicant shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed.

9. All Confidential Information is provided "AS IS" and BOTG makes no warranty regarding the accuracy or reliability of such information. Neither BOTG nor any of its advisors or representatives shall have any liability to the Applicant or any of its representatives resulting from the Applicant's use of the Confidential Information.
10. The Applicant recognizes that BOTG may be irreparably damaged by any breach of this Agreement and that BOTG shall be entitled to seek an injunction, specific performance, or other equitable remedy to prevent such competition or disclosure, and may entitle BOTG to other legal remedies, including attorneys' fees and costs.
11. The parties are wholly independent of each other. Nothing in this Agreement shall be construed to create an employment or joint relationship between the parties.
12. This Agreement will be binding on the heirs, executors, administrators, and other legal representatives of the Applicant and will be for the benefit of BOTG, its successors, and its assigns. The Applicant may not assign any of its rights, or delegate any of its obligations, under this Agreement.
13. The obligations and rights described in this Agreement shall survive the end of the Term.
14. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.
16. This Agreement shall be governed in all respects by the laws of the State of Oklahoma as they apply to agreements entered into and to be performed entirely within Oklahoma between Oklahoma residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against BOTG must be resolved by a court located in Cleveland County, Oklahoma, except as otherwise agreed by the

parties in writing. You agree to submit to the personal jurisdiction of the courts located within Cleveland County, Oklahoma for the purpose of litigating all such claims or disputes.

IN WITNESS WHEREOF, the parties below hereby execute this Agreement on

[Date] \_\_\_\_\_, 20\_\_\_\_\_.

Applicant:

\_\_\_\_\_  
SIGNATURE

Witness:

\_\_\_\_\_  
SIGNATURE

Accepted and Acknowledged on behalf of BOOTS ON THE GROUND, INC.:

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