## **NAWBO Roundtables: Confidentiality Agreement**

During the time that I serve as a member of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Roundtable (“Roundtable”), I realize that I will gain access to information that is considered to be confidential from other members of the Roundtable and that I will disclose information that is considered to be confidential to other members of the Roundtable.

For the purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to the business of the members of the Roundtable and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Roundtable member’s business, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) personal, familial, and confidential information that is outside the scope of the business context but shared among the Roundtable members; and, (vi) any other information that should reasonably be recognized as confidential information (be it business or personal). Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be considered Confidential Information. The undersigned acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

Since confidential information is regularly disclosed in the course of the Roundtable and because disclosure of confidential information of a member’s business is crucial to the successful operation of the Roundtable, I agree that I will not use, publish, or disclose such information during or subsequent to my participation on the Roundtable, and that I will preserve the restricted nature of this information except to the extent that it becomes publicly available, or is otherwise lawfully obtained outside the scope of this Agreement.

Additionally, as a member of the Roundtable, I realize that I have an obligation to disclose and eliminate (if necessary) any potential or actual conflict of interest. I disclose that I am a Board Member of the following organizations and/or I hold an employment interest in the following companies: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby certify that I have read, understand, and agree to this Confidentiality Agreement, and that the information given in this statement is complete and accurate to the best of my knowledge.

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Name

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date