

ACKNOWLEDGEMENT OF NON-DISCLOSURE, PROPRIETARY AND CONFIDENTIALITY AGREEMENT

This agreement is made between **NATIONAL CITY CHAMBER OF COMMERCE**, referred herein as "NCCC" and _____, referred to herein as "DIRECTOR" regarding confidential information and trade secrets that NCCC shared with DIRECTOR.

Recitals

A. *An essential function of the business of NCCC is the use of proprietary and confidential information of NCCC, including but not limited to: client names, contributors, business information, marketing information, data and a host of other information that is the proprietary property of NCCC.*

B. *The Trade Secret information includes pricing and related confidential data and research which are protected from unauthorized disclosure under the Uniform Trade Secret Act (California Civil Code § 3426, et. seq).*

C. *During the volunteer period of Director, Director was provided with Confidential and proprietary information of NCCC.*

In consideration of the following promises, conditions, and agreement of the parties, the parties agree as follows:

AGREEMENT

- 1. Definition and Acknowledgement of "Confidential Information."** For purposes of this Agreement, "Confidential Information" shall mean information disclosed by NCCC regarding that which relates to client names, contributors, marketing and business information, data and research, or any other disclosed information that NCCC provided to Director. Director acknowledges receipt and classification of this information as Confidential.
- 2. Nondisclosure of Confidential Information.** Director agrees that he shall not disclose any confidential information to any person, unless specifically authorized in writing by NCCC to do so and shall not attempt to use proprietary and confidential information to compete with NCCC.
- 3. Unauthorized Use.** Director acknowledges and agrees that the unauthorized use or disclosure of any of NCCC trade secrets obtained by Director from NCCC constitutes unfair competition.
- 4. Return, Purging and Non-Use of Confidential Information.** Director shall return, purge, delete and not use any confidential information of NCCC.
- 5. Attorney Fees for Enforcement.** If any action, at law or in equity, is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which the prevailing party may be entitled. The attorney fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees and cost reasonably incurred in good faith in enforcing this agreement.
- 6. Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with California Law and Federal Copyright Law with Jurisdiction in San Diego County Superior Court, with a venue of San Diego, California.

Executed on this ___ of _____ 2018 at National City, California.

By: _____