



ENTREPRENEURS' ORGANIZATION VOLUNTEER MEMBER-LEADER CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Entrepreneurs' Organization ("EO") Member-Leader Confidentiality and Non-disclosure ("Agreement") must be signed by directors serving on EO's Board of Directors, EO Committee Members, Portfolio Members, Advisory Council Members, Task Force Team Members, Regional Council Members, and any and all other EO Member-Leaders as designated by EO (each a "Member-Leader", and collectively, "Member-Leaders").

1. **Term.** This Agreement, as outlined above, applies to each Member-Leader from the execution date by such Member-Leader of this Agreement through two (2) years after the date of termination of Member-Leader's tenure in a leadership role with EO, or, as a member of EO, as applicable (the "Restricted Period").

2. **Confidential Information.** While serving as an EO Member-Leader, Member-Leader has obtained, will obtain, or may obtain confidential or proprietary information concerning EO's and EO affiliates' businesses, strategies, operations, members, chapters, sponsors, customers, trade secrets, financial affairs, organizational and personnel matters, policies, procedures, other non-public matters, and confidential information of third parties entrusted to EO, all of which is deemed proprietary and confidential information owned or controlled by EO and its affiliates ("Confidential Information"). Confidential Information may be provided in written, electronic, visual, or oral form and is confidential whether expressly marked as such or not. In the case of information created or provided by the Member-Leader that the Member-Leader wishes EO to treat as confidential, the Member-Leader must label such information "Confidential" or otherwise identify it in writing as confidential at or before disclosure (and, for oral disclosures, confirm confidentiality in writing within ten (10) business days).

3. **Exclusions.**

A. Confidential Information does not include information to the extent that it: (i) is a matter of public knowledge on the date of this Agreement; (ii) becomes a matter of public knowledge after the date of this Agreement, except through violation of this Agreement or any other agreement with EO; (iii) is obligated to be disclosed pursuant to applicable law, regulation or legal process; provided, that the Member-Leader shall, prior to making such legally required or compelled disclosure, notify EO in order to permit EO to seek an appropriate protective order and, upon such disclosure, to request confidential treatment thereof. If EO chooses to challenge any such court orders, Member-Leader will cooperate with EO in connection with such challenge.

B. Confidential Information does not include information already owned by a Member-Leader or his/her own company and which may be utilized by EO only as a courtesy.

C. Confidential Information does not include Pre-Existing Member-Leader Materials as defined in the "EO Volunteer Member-Leader Intellectual Property Agreement", which is to be executed concurrently with this Agreement.

4. **Acknowledgements.** Member-Leader recognizes and acknowledges that EO's and its affiliates' Confidential Information, are valuable, special, and unique assets of EO's business, the access to and knowledge of which are essential to the performance of the duties of Member-Leader hereunder. Member-Leader recognizes and acknowledges that EO's and its affiliates' Confidential Information must be kept in strict confidence to protect EO's business and to maintain EO's competitive position in the marketplace and that such Confidential Information would be useful to competitors of EO for indefinite periods of time. Member-Leader recognizes and acknowledges that all Confidential Information shall remain the property of EO.

5. **Nondisclosure.** In consideration of, and as a condition to, continued access to Confidential Information, and without prejudice to or limitation on any other confidentiality obligations imposed by agreement or law, Member-Leader will not (except as specifically permitted under Section 2.E. of the "EO Volunteer Member-Leader Intellectual Property Agreement" as such Section relates to trademarks), in whole or in part, publish, copy, reproduce, disclose, or divulge at any time, during the Restricted Period, such Confidential Information acquired by Member-Leader in the course of Member-Leader's tenure with EO, to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever, except as required by Member-Leader's duties to EO, and except to EO's agents, other Member-Leaders, employees and similar representatives who are aware of the confidential nature thereof and are bound by a duty of confidentiality with respect thereto, nor shall Member-Leader make use of any such Confidential Information for Member-Leader's own purposes or for the benefit of any person, firm, corporation or other entity (except EO) under any circumstances. The foregoing obligations under this Section 5 will survive and remain binding and enforceable until the end of the Restricted Period, notwithstanding any termination of Member-Leader's tenure with EO.

6. **Confidentiality of Disputes.** Without limiting the foregoing, the existence of, and any information concerning, any dispute between EO and Member-Leader shall constitute Confidential Information, except that Member-Leader may disclose information concerning such dispute to the arbitral or court that is considering such dispute, or to Member-Leader's legal counsel.

7. **Return of Confidential Information.** Upon the termination of Member-Leader's tenure with EO, all originals, copies and reprints of any Confidential Information in Member-Leader's possession shall be promptly returned to EO or destroyed as directed by EO. Member-Leader shall thereafter make no further use, either directly or indirectly, of any such Confidential Information.

8. **Governing Law and Jurisdiction.** This Agreement, and any claim, dispute, or cause of action arising out of or relating to it or its subject matter, are governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice-of-law rules. Each party irrevocably submits to the exclusive jurisdiction and venue of:

- A. the United States District Court for the Eastern District of Virginia (Alexandria Division); or
- B. if that court lacks subject-matter jurisdiction, the Circuit Court for the City of Alexandria, Virginia.
- C. Each party waives any objection based on inconvenient forum or lack of personal jurisdiction and agrees that service of process may be effected by any method permitted

by applicable law.

9. **Remedies.** Member-Leader agrees that it would be difficult to measure any damages caused to EO which might result from any breach by Member-Leader of the promises set forth in this Agreement, and that in any event, money damages alone would be an inadequate remedy for any such breach. Accordingly, Member-Leader agrees that if Member-Leader breaches, or proposes to breach, any portion of this Agreement, EO shall be entitled, in addition to all other remedies that it may have and without the posting of a bond or other security, to an injunction, specific performance, or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to EO.

10. **Further Acknowledgments; Severability and Enforceability.** Member-Leader hereby acknowledges that the type and periods of restriction imposed in the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of EO's Confidential Information and the goodwill associated with EO's business. Member-Leader hereby further acknowledges that the provisions of this Agreement will be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal, or functional coverage, such provision will be deemed to extend only over the maximum geographic, temporal, and functional scope as to which it may be enforceable. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. **Entire Agreement.** This Agreement, and the "EO Volunteer Member-Leader Intellectual Property Agreement", to be executed concurrently with this Agreement, constitute the entire Agreement between the parties hereto with respect to the subject matter hereof, and as of and subsequent to the signing date, supersedes all other agreements, written or oral, express, or implied, between the parties with respect to the subject matter hereof, except for and to the extent that the "EO Volunteer Member-Leader Intellectual Property Agreement" relates to any such matters, and in which case this Agreement shall be read and interpreted together with the "EO Volunteer Member-Leader Intellectual Property Agreement", which is to be executed concurrently with this Agreement. For the avoidance of doubt, any prior agreement regarding the subject matter hereto previously in effect will still be in effect for all time periods prior to the execution date of this Agreement; and this Agreement will be in effect as of its execution date.

12. **No Waiver of Rights.** No failure or delay on the part of any party in the exercise of any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or of any other right or power. The waiver by any party or parties hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach hereunder.

13. **Amendments and Waivers.** Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both EO and Member-Leader.
14. **Successors and Assigns.** The terms and conditions of this Agreement inure to the benefit of and are binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns; provided, however, that neither this Agreement nor any rights or obligations hereunder may be assigned by Member-Leader without the prior written consent of EO.
15. **No Third-party Beneficiaries.** This Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person or entity who or which is not a party hereto.
16. **Cumulative Remedies.** Except as expressly provided herein to the contrary, no remedy made available to a party by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.
17. **E-signature.** The parties agree that execution of this Agreement by exchanging facsimile, PDF, or e-Signature signatures shall have the same legal force and effect as the exchange of original signatures.
18. **Headings.** The paragraph and section headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Entrepreneurs' Organization and Member-Leader hereby acknowledge and agrees to the terms and obligations of this Agreement as of the date of the Member-Leader's execution of this Agreement.

Signature: _____

Name: _____, as Member-Leader

Date: _____