

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into on the effective Date, by and between Woodwind Lakes Homeowners Association, Inc. ("Association") and _____ ("Member") and is based in part on the existence of the following facts:

A. The Association is appointing the Member to the _____ committee ("Committee"). The Committee will be responsible for making recommendations regarding the operations of the Association's website including the portal and message board and, as a result, the Member requires access to certain proprietary, private, and confidential information of the Association and its members.

B. The Association and Member ("Parties") desire to set forth the terms and conditions upon which the Confidential Information is to be disclosed to the Member and the rights and obligations of the Parties with respect to such Confidential Information.

NOW, THEREFORE, for and in consideration of the above stated premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definition of Confidential Information. As used herein, the term "Confidential Information" includes, but is not limited to information regarding Member Information (as defined herein), and the Association's website, portal, message board, corporate documentation, techniques and methodologies, business plans, business concepts, research and corresponding data and information, and other proprietary information of the Association. Member Information includes, but is not limited to members' addresses, email addresses, phone numbers, payment status with the Association, compliance status with the Association, membership status with the Association, and other information about the members that may be contained in the Association's files.

2. Nondisclosure of Confidential Information. Upon appointment to the Committee and after the execution of this Agreement, the Association is giving Member various Confidential Information. At all times during Member's membership in the Committee and thereafter, Member will hold in strictest confidence and will not disclose, use, provide access to, or publish any Confidential Information, except as such disclosure, use or publication may be required in connection with Member's work for the Association. Nor shall the Member use any Confidential Information for any purpose or in any manner other than on behalf of the Association. Confidential

Information shall not include any information that: (i) Member is required by legal process to disclose by a court, government agency or legislative body of competent jurisdiction or authority; provided that Member gives the Association prompt notice of such requirement, cooperate fully with the Association's response in connection with it and disclose only so much Confidential Information as is necessary to satisfy such requirement; and (ii) Member has acquired or later acquired legitimately from another source, or that is or later becomes generally known to the relevant public or trade without a violation of this Agreement. Member agrees that information of the type constituting Confidential Information shall be presumed to be Confidential Information unless Member can demonstrate otherwise. Member agrees that any violation of this paragraph shall constitute a material breach of this Agreement.

3. Penalties for Violation of Nondisclosure Policy. In addition to the legal and equitable remedies set forth herein by applicable law, Member understands that if Member violates a non-disclosure provision of this Agreement, Member shall be subject to discipline, up to and including removal from the Committee.

4. Amendment. This Agreement may not be modified, altered, amended or terminated except by the written agreement of all of the Parties.

5. Effective Date. This Agreement shall be effective for all purposes on and from the _____ day of _____, 2024.

The Parties have executed this Agreement as of the Effective Date.

Woodwind Lakes Homeowners Association, Inc.

By: _____

Print Name: _____

Title: _____

Committee Member:

By: _____

Print Name: _____