

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made effective as of the date shown below on this online form

and is between Diabetics/Disabled Anonymous and the above named party who will hereinafter be referred to as “Member or Volunteer”

In this Agreement, the party who owns the Confidential Information will be referred to as “Diabetics/Disabled Anonymous” and the party to whom the Confidential Information will be disclosed will be referred to as “Member or Volunteer”.

Member or Volunteer is engaged in activities with Diabetics/Disabled Anonymous.

Diabetics/Disabled Anonymous has requested that Member or Volunteer will protect the confidential material and information which may be disclosed between Diabetics/Disabled Anonymous members, volunteers, clients and employees and Member or Volunteer. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term “Confidential Information” means any information

or material which is proprietary to Diabetics/Disabled Anonymous, whether or not owned or developed by Diabetics/Disabled Anonymous, which is not generally known other than by Diabetics/Disabled Anonymous, and which Member or Volunteer may obtain through any direct or indirect contact with Diabetics/Disabled Anonymous.

A. Confidential Information includes without limitation:

-real property records, real property status and condition, plans for real property, business records and plans, medical records, records of interviews with clients and all other proprietary information regarding assets and liabilities of Diabetics/Disabled Anonymous.

B. Confidential Information does not include:

non sensitive social conversations

II. PROTECTION OF CONFIDENTIAL INFORMATION. Member or Volunteer understands and acknowledges that the Confidential Information has been developed or obtained by

Diabetics/Disabled Anonymous by the investment of significant time, effort and expense and that the Confidential Information is a valuable, special and unique asset of Diabetics/Disabled Anonymous which provides Diabetics/Disabled Anonymous with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Member or Volunteer agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Diabetics/Disabled Anonymous. In addition, Member or Volunteer agrees that:

i. No Copying/Modifying. Member or Volunteer will not copy or modify any Confidential Information without the prior written consent of Diabetics/Disabled Anonymous.

ii. Application to Members and Volunteers. Further, Member or Volunteer shall not disclose any Confidential Information to any other members or volunteers or employees of Diabetics/Disabled Anonymous, except those who are required to have the Confidential Information in order to perform their duties in connection with the limited purposes of this Agreement. Each permitted employee, member or volunteer to whom Confidential

Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Diabetics/Disabled Anonymous.

iii. Unauthorized Disclosure of Information. If it appears that Member or Volunteer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Diabetics/Disabled Anonymous shall be entitled to an injunction to restrain Member or Volunteer from disclosing, in whole or in part, the Confidential Information. Diabetics/Disabled Anonymous shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Diabetics/Disabled Anonymous, Member or Volunteer shall return to Diabetics/Disabled all written materials containing that Confidential Information. Member or Volunteer shall also deliver to Diabetics/Disabled Anonymous written statements signed by Member or Volunteer certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any

service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

V. NO WARRANTY. Member or Volunteer acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Diabetics/Disabled Anonymous makes no warranties, express or implied, with respect to the confidential information and hereby expressly disclaims any and all implied warranties of merchantability and fitness for a particular purpose. In no event shall Diabetics/Disabled Anonymous be liable for any direct, indirect, special, or consequential damages in connection with or arising out of the performance or use of any portion of the Confidential Information. Any actions taken by Member or Volunteer in response to the disclosure of the Confidential Information shall be solely at the risk of the Member or Volunteer.

VI. LIMITED LICENSE TO USE. Member or Volunteer shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Member or Volunteer acknowledges that, as between Diabetics/Disabled Anonymous and Member or Volunteer, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Diabetics/Disabled Anonymous, even if suggestions, comments, and/or

ideas made by Member or Volunteer are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Minnesota. This Agreement shall not be assignable by either party and neither party may delegate its duties under this Agreement, without the prior written consent of the party. The confidentiality provisions of this Agreement shall remain in full force and effect, indefinitely, after the effective date of this Agreement.