

CONFIDENTIALITY AGREEMENT

In consideration of the opportunity to serve as a volunteer for Laguna Food Pantry ("LFP") or as an independent contractor serving LFP, I agree to certain restrictions placed by LFP on my use of information belonging to or obtained by LFP, as more fully set out below. I acknowledge that I agree to abide by LFP's policies.

1. PROPRIETARY INFORMATION.

(a) Confidential Restrictions. I understand that, during the course of my duties serving LFP, I have had and will have access to Confidential Information (as defined below) concerning the LFP, its donors, its shoppers, its employees, its operations, its vendors, its strategies and techniques, actual or potential donor information, and other sensitive materials. I acknowledge that the LFP has developed, compiled, and otherwise obtained this information, often at great expense, which has great value to LFP's business. I agree to hold in strict confidence all Confidential Information and will not disclose any Confidential Information to anyone outside of LFP. I will not use, access, copy, publish, or summarize Confidential Information, except during my duties to the extent necessary to carry out my responsibilities as a volunteer of the LFP, for the benefit of the LFP. I further agree that the publication of any Confidential Information in any way must be approved in advance in writing by the Executive Director.

(b) Confidential Information Defined. I understand and agree that the term "Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to, learned or developed by me, relating in any manner to the business of the LFP or to the LFP's officers, directors, contractors, consultants, business associates or employees unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of my general knowledge prior to my affiliation with LFP. I understand that the LFP considers the following information to be included in the definition of Confidential Information: (i) all lists or other compilations containing shopper, donor, customer or vendor information; (ii) information about techniques, processes, business plans, strategies, finances, strategies, forecasts, sales, commissions, and bonuses; (iii) plans for future business development; (iv) the compensation, performance, and terms of employment of other employees, contractors, or consultants; and (vi) all other information that has been or will be given to me in confidence by the LFP.

(c) Information Return. I agree that I will not retain and will return all Confidential Information and all copies of it in whatever form to LFP after I cease to be a volunteer.

(d) Prior Actions and Knowledge. I represent and warrant that from the time of my first contact or communication with the LFP, I have held in strict confidence all Confidential Information and have not disclosed any Confidential Information to anyone outside of the LFP, or used, copied, published, or summarized any Confidential Information except to the extent necessary to carry out my responsibilities as a volunteer of the LFP.

2. MISCELLANEOUS PROVISIONS.

(a) Remedies. I recognize that nothing in this Agreement is intended to limit any remedy of LFP under the California Uniform Trade Secrets Act. I recognize that my violation of this Agreement could cause LFP irreparable harm, the amount of which



may be extremely difficult to estimate, making any remedy at law or in damages inadequate. Thus, I agree that LFP shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief LFP deems appropriate. This right shall be in addition to any other remedy available to the LFP.

(b) Governing Law; Severability. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of California. If any provision of this Agreement, or application of it to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

(c) Entire Agreement. The terms of this Agreement are the final expression of my agreement with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. This Agreement can only be modified in writing and signed by LFP.

(d) Application of this Agreement. I agree that my obligation set forth in this Agreement along with the Agreement's definitions of Confidential Information shall be equally applicable to Confidential Information related to any volunteer work performed by me for LFP prior to the execution of this Agreement.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

Name (Printed): _____ Date: _____

Volunteer Signature: _____ Date: _____

**If the volunteer signing is under the age of 18, consent from a parent or guardian is needed.*

Parent/ Guardian's Name (Printed): _____

Parent/ Guardian Signature: _____ Date: _____

