

APPENDIX - E

Unilateral Non-Disclosure Agreement (NDA)

THE PARTIES. This "Agreement" is by and between Telugu Fine Arts Society Inc. (TFAS) hereinafter known as "1st Party", and -----, Trustee or committee members hereinafter known as "2nd Party", and collectively known as the "Parties".

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the Confidential and Proprietary Information owned by 1st Party and shared with 2nd Party.

UNILATERAL. This Agreement shall be Unilateral, whereas, TFAS shall have sole ownership of the Confidential and Proprietary Information, and 2nd Party shall be prohibited from disclosing the Confidential and Proprietary Information obtained during TFAS service with a 3rd party. Confidentiality is to protect and preserve privileged and sensitive information.

OBLIGATIONS. 2nd Party shall protect and maintain the Confidential and Proprietary Information of TFAS in the strictest of confidence at all times and shall only provide the Confidential and Proprietary Information to others on a "need to know" basis, and use the information only for TFAS purposes. This policy is not intended to prevent disclosure where disclosure is required by law.

Confidential and Proprietary Information is often sensitive, technical, commercial, or valuable in nature (e.g., inside knowledge of the organization). 2nd Party shall not publish, copy, alter, dispose of or otherwise use such information which may put TFAS at risk legally or damage its relationship with members. A written approval from TFAS is required for any disclosures.

DEFINITION. For the purposes of this Agreement, the term "Confidential and Proprietary Information" shall include, but not be limited to (i) finances (ii) membership data (name, postal and email addresses, telephone numbers), (iii) TFAS documents, manuals, strategies and methodology (iv) member complaints and disciplinary actions (v) information generated at the committee meetings (vi) records (vii) sensitive information and data (whether verbal, electronic or written) (ix) schedules (x) software (xi) assets (xii) operations and contracts, regardless of whether such Confidential and Proprietary Information has been expressly designated as Confidential or Proprietary.

PENALTY. 2nd Party acknowledges and agrees that any breach of this Agreement may cause irreparable harm and injury to TFAS for which monetary damages would be an inadequate remedy and that, in addition to remedies at law, TFAS is entitled to equitable relief as a remedy for any such breach or threatened breach.

If 2nd party has breached the NDA, the 2nd party shall relinquish the elected position immediately. The 1st Party will send a written notice and the violator may be charged in district (federal) court or State court.

At the end of the 2nd Party's term or upon his/her retirement, resignation or removal from the board of trustees or committee, he/she shall return at the request of TFAS all documents, papers, and other materials, regardless of paper copy or electronic medium, which may contain or be derived from Confidential and Proprietary Information, in his/her possession.

I -----read the NDA and understand the contents in the document and abide by the NDA.

Signed _____

Date _____