

ARIZONA CONFERENCE CORPORATION OF SEVENTH-DAY ADVENTISTS

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is made and effective by and between Arizona Conference Corporation of Seventh-day Adventists (the "Conference") and the individual/business that is listed at the end of this Agreement.

Hereafter, with respect to any specific item of information, the party disclosing such information shall be referred to as the "Disclosing Party" and the party receiving such information shall be referred to as the "Receiving Party."

1. Purpose.

In the normal course of business, any person connected, affiliated or associated with the Conference has the potential to come into contact with "Confidential Information." In some instances, exposure to such information is coincidental; in others, it is an integral part of the job or function. This information may be personal, pastoral, financial, or similarly sensitive.

2. Confidential Information.

"Confidential Information" shall include, but not be limited to: employee records, financial records and reports, information distributed in committees to inform deliberation and decision making, and information found accidentally, including the presence of visitors in the facility or on the campus. It also includes similar information gained through membership on committees, from employees, from constituents and their families or friends, from external agencies, the media, and so on – obtained as a result of any connection, affiliation or association with the Conference.

3. Recipient's Obligations.

(A) Recipient's Treatment of Confidential Information. It is the policy of the Arizona Conference to maintain confidential information in strict confidence, both while at work and off duty. Therefore, all employees, volunteers, committee members, students, teachers and others who have access to Confidential Information are prohibited from disclosing such information in any unauthorized manner. The Receiving Party must use this information only in ways that are consistent with this commitment to confidentiality. Consistent with the principle of "need to know", it is also incumbent on all who are exposed to confidential information to see that they use only as much of such information as is needed to do their job or perform their function. The Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from the Disclosing Party to any other party whatsoever except with the specific prior written authorization of the Disclosing Party.

(B) Tangible Confidential Information. Confidential Information furnished in tangible form shall not be duplicated by the Receiving Party in any unauthorized manner. Upon the request of the Disclosing Party the Receiving Party shall return all Confidential Information received in written or tangible form, including copies or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Receiving Party's option, any documents or other media developed by the Receiving Party

containing Confidential Information may be destroyed by the Receiving Party; the Receiving Party shall provide a written confirmation to the Disclosing Party regarding destruction within ten (10) days thereafter.

(C) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that the Receiving Party demonstrates:

- (i) Was available or became generally available to the public other than as a result of disclosure by the Receiving Party;
- (ii) Was available, or became available, to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party or its representative, but only if such information was not made available through a breach of confidentiality owed to the Disclosing Party;
- (iii) Was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, that Receiving Party agrees to: (a) provide Disclosing Party with prompt notice of any such request(s) so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy; and (b) provide reasonable assistance to the Disclosing Party in obtaining any such protective order; or
- (iv) Was independently developed by Receiving Party without breach of this Agreement.

4. Breach.

Any breach of confidentiality as contemplated under this Agreement represents a failure to meet the professional and ethical standards expected and constitutes a violation of this Agreement. A breach need not take the form of a deliberate attempt to breach confidentiality, but includes any accidental or any unnecessary or unauthorized informal discussion of confidential information.

5. Term.

The obligations herein shall be binding upon the parties for five (5) years from the date a party last discloses any Confidential Information to the other pursuant to this Agreement.

6. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Arizona. The parties agree that in the event of any breach or threatened breach of the Agreement, either party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

7. Entire Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. Severability.

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of the Agreement shall be given full force and effect.

9. Notice.

Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the representative noticed below by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

10. No Implied Waiver.

Either party's failure to insist on any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

11. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

I understand the above statement of confidentiality and agree to fulfill its expectation in my treatment of confidential information related to the Conference. Further, I understand that a violation of this commitment to confidentiality will result in consequences. I understand that I could also be subject to legal action.

Signature – Employee

Date

Print Name

Conference Representative

Date

Print Name