

Siri Singh Sahib Corporation Confidentiality Agreement

This Confidentiality Agreement (this “Agreement”) is made and entered into by and between the Siri Singh Sahib Corporation (Company) and Name of Trustee (“Trustee”) for valuable consideration, receipt of which is acknowledged.

1. Purpose of Agreement.

The purpose of this Agreement is to recognize and require that Company and its Board of Trustees (the “Board”) have an obligation to maintain the confidentiality, privacy, and security of “Confidential Information” as defined below.

2. Confidential Information.

“Confidential Information” means any and all information, in any media, including in paper, electronic, and/or verbal media, that Trustee should reasonably know is to be kept confidential, including but not limited to the following:

- Information that has been designated in writing as or marked confidential.
- Nonpublic information concerning the business, activities, and personnel of Company and/or any for-profit or nonprofit entity related to Company, including, for example, proprietary information, business records, financial projections and records, budgets, donor and grantee lists, operational records and documents, marketing and promotional strategies and materials, market analyses, business plans, personnel records, and internal policies and procedures.
- Nonpublic information, the unauthorized disclosure of which could be detrimental to the interests of Company, its trustees, or its management.
- Nonpublic information related to active, pending or threatened litigation that could affect Company (whether Company is a party to such litigation), Company’s legal recourse or strategy, and Company’s legal position regarding direct or indirect participation in any lawsuit or other legal proceeding.
- Nonpublic information related to Board actions and proceedings, unless communication of such information to a third party or parties is expressly authorized by the Board.
- Any copies, notes, summaries, or analyses made of any of the above information.

3. Obligations:

Trustee hereby agrees to safeguard all Confidential Information and use and disclose all Confidential Information only as provided in this Agreement. With respect to any Confidential Information, Trustee shall:

- Keep all Confidential Information private and secure and hold Confidential Information in the strictest confidence.
- Not access, use, or disclose any Confidential Information except as specifically permitted by Company as consistent with Trustee's duties and responsibilities as a trustee or officer of Company.
- Prevent unauthorized access, use, or disclosure of Confidential Information.
- Access only that Confidential Information necessary for Trustee to perform his or her duties and responsibilities as a trustee or officer and, upon termination of his or her trusteeship to promptly return or destroy all Confidential Information in Trustee's possession, as directed by the Secretary or the Board.
- Limit disclosure of Confidential Information to only those persons with a legitimate need to know in the performance of their duties and responsibilities as a trustee or officer.
- Not look at, talk about, make copies of, change, destroy, or make available to third parties any Confidential Information unless it is specifically part of Trustee's duties and responsibilities as a Trustee.
- Not discuss Confidential Information in public places, such as elevators and open work areas, or outside so that it might be overheard by unauthorized individuals.
- Not leave Confidential Information in an unsecured place.
- Not use or disclose Confidential Information for Trustee's or any other private individual's personal gain.
- Maintain the accuracy and integrity of Confidential Information.
- Not access, use, or disclose Confidential Information in any way that may harm Company, or any donor, recipient, financial contributor, or other person or entity affiliated or associated with Company.

The foregoing obligations and restrictions do not apply to that part of the Confidential Information that was or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement.

4. Notification.

Trustee shall immediately notify Company of any attempted or successful inappropriate or unauthorized access, use, disclosure, receipt, modification, or destruction of Confidential Information of which Trustee becomes aware.

Trustee shall also immediately notify Company if Trustee is requested or becomes legally compelled to disclose Confidential Information by any court or government or regulatory body and shall cooperate with Company to the extent it may seek a protective order or other appropriate remedy. Company shall permit Trustee to furnish that portion (and only that portion) of any Confidential Information that Trustee is legally compelled or otherwise required to disclose; provided, however, that Trustee shall use reasonable efforts and cooperate in any efforts of Company to obtain assurances that the compelled Confidential Information will not be further disclosed.

5. Questions.

Trustee shall consult Company's President or other appropriate Company representative with any questions about this Agreement or Trustee's responsibilities and obligations with respect to this Agreement and/or Confidential Information.

6. Breach.

Trustee hereby acknowledges and agrees that if Trustee violates this Agreement he or she may be subject to: disciplinary action up to and including removal from the Board of Trustees; termination of any other relationship with Company; prosecution for criminal violations; and/or legal action for monetary damages, injunction, and/or any other legal remedy available to Company.

Trustee agrees that because any such breach would cause Company irreparable harm, in the event of any breach or threatened breach of this Agreement, Company will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

This provision in no way restricts or limits Company from pursuing any other legal remedy available at law or equity to Company for any breach of this Agreement.

7. Continuing Obligation.

Trustee's obligations under this Agreement will continue in perpetuity notwithstanding any termination of his or her relationship with Company for any reason.

8. Miscellaneous.

- This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

- This Agreement is intended solely for the benefit of the parties hereto and their respective successors and no other party shall have any rights under this Agreement. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability of a party to any person or entity other than party to this Agreement.
- The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- The rights and remedies of the parties to this Agreement are cumulative and not alternative. Each and every right and remedy shall be in addition to any other right or remedy hereunder or now or hereafter existing at law, in equity, or by statute. No delay or failure by any party to exercise any right, power, or privilege under this Agreement and no partial or single exercise of any such right, power, or privilege shall constitute a waiver of that or any other right, power or privilege.
- All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words “includes” and “including” do not limit the preceding words or terms.
- If any legal action or any arbitration or other proceeding is brought by either party against the other party relating to the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys’ fees and all other related costs and expenses of such proceeding as fixed and determined by the court or the arbitrator(s), as applicable.
- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon without regard to conflicts of laws principles. Any action or proceeding arising out of or regarding this Agreement shall be brought in the state and federal courts in Portland, Multnomah County, and the parties hereby waive all objections to jurisdiction and venue of such courts. Process in any such action or proceeding may be served on any party anywhere in the world.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

TRUSTEE

Siri Singh Sahib Corporation

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____