

DeliverFund, Inc.

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement"), when fully executed, will constitute a valid confidentiality, non-use and non-disclosure agreement enforceable between Deliver Fund, Inc. ("Deliver Fund") and _____ ("Recipient"), an individual engaged by Deliver Fund as an officer, director, agent, employee, independent contractor, or volunteer, who provides services to or who is associated with Deliver Fund.

In consideration of the mutual covenants set out in this Agreement, the disclosure of certain information, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Deliver Fund and Recipient agree as follows:

1. The term of this Agreement shall commence on the date it is fully executed and shall continue for ____ () years from the date of execution.
2. DeliverFund partners with law enforcement to provide the additional data and intelligence that they need to disrupt and prosecute human trafficking and to reach its victims. The protection of confidential operational information is critical to our success. It is the policy of DeliverFund to ensure that operational information about the work we do is disclosed only on a need-to-know basis.
3. DeliverFund's operational information, including without limitation its receipt or development of intelligence, methods, sources, processes, information about DeliverFund personnel, members or donors, and all information and documentation related thereto, whether oral, written or in electronic form, are considered confidential proprietary assets of DeliverFund. In the course of working with DeliverFund, Recipient will be given access to, or may be exposed to certain confidential operational information and documents related to DeliverFund, Inc., which Recipient has a duty to protect from unauthorized disclosure and improper use.
4. "Confidential Information" means all oral, written or electronically-stored technical, intelligence, surveillance, security, financial, commercial, personnel, or operational information to which Recipient has access in the course of providing services to DeliverFund. Confidential Information includes operational information provided to or developed by DeliverFund. Confidential Information need not be marked as confidential for the provisions of this Agreement to apply. Confidential information does not include information that is publicly available.
5. Confidential Information is to be discussed with no one outside of DeliverFund (including, without limitation, any news media or disclosures on social media), unless done at the written direction of DeliverFund's Executive Director, and only discussed within DeliverFund on a need-to-know basis, as authorized by DeliverFund's Executive Director, or his or her designee (an "Authorized Officer").
6. Recipient shall use the Confidential Information solely for the purpose of providing the services required by DeliverFund (the "Purpose"). Nothing in this Policy is intended to grant or imply

any rights to the Confidential Information, by license or otherwise, to Recipient, except the limited right to review and use such Confidential Information solely for the Purpose defined above.

7. Materials belonging to DeliverFund are not to be removed by Recipient from the DeliverFund offices under any circumstances, unless authorized to do so by the Authorized Officer.

8. Recipient is prohibited from attempting to obtain Confidential Information for which Recipient has not received access authorization.

9. Recipient shall make no copies of any Confidential Information without the prior written consent of the Authorized Officer, and shall return all such copies to the Authorized Officer upon request or upon termination of the relationship between DeliverFund and Recipient.

10. Recipient may disclose Confidential Information in accordance with a judicial order, provided that Recipient shall give the Authorized Officer reasonable notice prior to such disclosure and reasonable opportunity to obtain a protective order or the equivalent to prevent such disclosure.

11. Any unauthorized disclosure or misappropriation of any of the Confidential Information, whether intentional or due to carelessness, is in violation of this Agreement and may cause DeliverFund irreparable harm, the damages for which may be difficult to determine. In the event of a breach of this Agreement by Recipient, DeliverFund shall be entitled to take any legal or equitable action available under applicable law and to liquidated damages in the amount of \$_____ for each unauthorized disclosure or misappropriation of Confidential Information by Recipient. In addition, DeliverFund shall be entitled to its costs and attorneys' fees related to such actions.

12. Recipient may not assign any right or interest under this Agreement and any attempt to assign Recipient's rights or interests to this Agreement shall be null and void.

13. This Agreement shall not create or confer any third party beneficiary rights or authorize anyone who is not a party to this Agreement to bring any claim under this Agreement.

14. No waiver of a breach of this Agreement by either party shall be effective unless stated in writing, and no such waiver shall be interpreted or construed as a waiver of any succeeding breach, whether the breach is of the same or a different term or provision of this Agreement.

15. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico without regard to conflicts of law principles. Venue for any action brought by either party to enforce this Agreement shall be in the New Mexico Second Judicial District Court for Bernalillo County in Albuquerque, New Mexico.

16. This Agreement includes the entire understanding between DeliverFund and Recipient related to the use and non-disclosure of DeliverFund's Confidential Information and supersedes all prior or contemporaneous agreements, understandings and representations between Recipient and DeliverFund, whether written or oral, regarding the subject matter of this Agreement.

17. This Agreement may not be modified or amended except in writing and signed by Recipient and an Authorized Officer of DeliverFund.

18. This Agreement shall be construed as to its fair meaning and shall not be construed for or against either party due to its authorship.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed or caused an authorized representative to execute this Agreement on this ___ day of _____, 2016.

DELIVERFUND, INC.

RECIPIENT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____