

**NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT**

I \_\_\_\_\_, understand that while attending an ACPA function, I may become aware of certain information regarding other attendees or their employer's (current and past), which may be considered confidential. Therefore, as a condition of my being able to attend or have access to this ACPA function, I agree to the following:

1. During the time I am present at an ACPA function, and as a result thereof, I may obtain knowledge of certain facts, information, details, particulars and other circumstances both personal and otherwise, with regard to another attendee or pertaining to their employer including their employer's company, their friends, relationship, acquaintances, businesses, business dealing, business relationships and other aspects of their employer's life, all of which hereinafter will be collectively referred to as the "Confidential Information".
2. I agree that under no circumstances, now or any time in the future, will I reveal, disclose or otherwise divulge any Confidential Information to any person, firm, corporation, publication, media, or other entity for any reason whatsoever without, in each instance, the prior written consent by the ACPA President or Vice President. The foregoing shall include, without limitation, providing Confidential Information for magazine articles, newspaper articles, books and television stories, whether such are authored by myself alone or in concert with others or are authored entirely by others.
3. I understand that in the event that I do reveal, disclose or otherwise divulge any Confidential Information, without prior written consent, in addition to any other remedy ACPA may have, I agree to remit to ACPA, immediately upon demand, all such consideration which I have derived from disclosing or otherwise divulging such Confidential Information.
4. I further understand that if I reveal or divulge Confidential Information, such acts shall cause the concerned parties irreparable harm, entitling ACPA and/or the concerned parties to obtain an injunction restraining the continued or further breach of this Agreement, as well as monetary damages which ACPA or the concerned parties may sustain by reason of such breach.
5. Should any portion or provision of this Agreement be unenforceable or invalid by reason of any law, statute, ordinance or determination of any court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect and this Agreement shall be modified to the minimum extent necessary to comply with such law, statute, ordinance or determination.
6. This Agreement shall be construed according to the laws of the State of California for agreements to be entered into and to be wholly performed therein.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
(SIGN YOUR FULL NAME)

\_\_\_\_\_  
(DATE)