

# **Anchorage Women's Derby, Inc. DBA Rage City Rollergirls**

## **Confidentiality & Non-Compete Agreement**

### **1. Nondisclosure and Confidentiality Agreement**

- a. In exchange for the mutual promises and obligations in this Agreement, ANCHORAGE WOMEN'S DERBY, INC. (the "League"), proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, login and password information, marketing plans and ideas, training information or plans, specifications, manuals, business plans, software, financial information and access to information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by the League.
- b. Information confidential to the League is anything not designed for release to the public by a special committee. Topics discussed at meetings or via e-mail, Yahoo! Group, or the League Executive Committee will often include strategic plans and other confidential matters that have not been made public by the League. Disclosure of such matters to the general public, and particularly to competing leagues, can financially harm the League embarrass the League members and others, require changes in the League plans, and generally discourage a free and open exchange of ideas at the League meetings.
- c. The Recipient agrees to prevent and protect the disclosure of Confidential Information to any person or organization that is not a member of the League. The Recipient will not disclose, publish, use or otherwise reveal any of the Confidential Information received from the League to any other party whatsoever except with the specific prior written authorization of the League.
- d. Disclosure of confidential matters at the League meetings to anyone not in attendance can be considered a violation of a member's duty of confidentiality to the League, which may subject the member to dismissal from the League. The League members making such disclosures are subject to disciplinary action, which may include termination or suspension of the League membership.
- e. To assist managers, committee representatives, and the League members in addressing their obligations not to disclose certain information, the League has declared that the following matters discussed at the League meetings are confidential and must not be disclosed to anyone not in attendance, other than committee representatives or the League members, until the League management has clearly indicated its intention that such matters be made public information:
  - 1) All matters discussed in the League meetings.
  - 2) All materials circulated at any the League meeting that have been specifically labeled "Confidential."
  - 3) All matters described as "Confidential" by any Committee Representative or the League member.
  - 4) All matters related to proposed League plans for the future, whether or not they are described in items 1-3 above.
- f. By complying with the League requirements regarding nondisclosure of confidential information, managers, Committee representatives, and other the League members can protect the League itself from the harmful consequences that can arise from premature disclosure of the League intentions.
- g. The obligation to protect Confidential Information shall be effective from the date of this Agreement until the date that the Recipient resigns from the League. The nondisclosure obligation shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between the League and Recipient, by a trustee of Recipient in bankruptcy, or

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by the Recipient as the debtor-in-possession or the equivalent of any of the foregoing under local law.

- h. Recipient shall have no obligation under the Agreement with respect to Confidential Information that is or become publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to the League along with the asserted grounds for disclosure.

## **2. Non-Competition**

- a. *Disclosure of Confidential Information.* In exchange for the mutual promises and obligations contained in this Agreement, the League promises to deliver and provide to Recipient material, data, and information of the League that is confidential. This includes but is not limited to the Confidential information and/or specialized training delivered or provided with the execution of this Agreement. Upon execution of this Agreement, Recipient shall be entitled to participate in the League. In exchange for such consideration, including but not limited to the Confidential Information and/or specialized training delivered or provided with the execution of this Agreement or during its term, Recipient shall keep and retain in confidence and shall not disclose to any person, firm, corporation, or entity or use for the Recipient's own purposes any Confidential Information. For the purposes of this paragraph, such Confidential Information shall include, but is not limited to:
  - 1) The League's standard policy and/or procedure manuals, training materials, processes, formulas, know-how, scientific, technical, or product information, computer software and applications, whether patentable or not, which is of value to the League and not generally known by the League's competitors;
  - 2) Confidential business information of the League including but not limited to financial information, production operations, website operations, information regarding trademark and other intellectual property rights, event planning, and the League Policies and Procedures as defined further below.
  - 3) Specialized training, strategy, conditioning techniques, and skills; or,
  - 4) Other information designated by the League or deemed by law to be Confidential Information such as access to the League listserv, including Yahoo! Groups covering all League-related matters.
- b. *Specialized Training.* As applicable to Recipient's position with the League, the League agrees to provide Recipient with specialized training and instruction regarding the League operations, practices, and specialized techniques relating to skating, conditioning, strategy, as well as marketing techniques and strategies. Recipient recognizes that the League expends valuable resources on training and the specialized training would not otherwise be available to Recipient without the League's relationship with Recipient. In consideration for participation in the League, Recipient agrees to use this specialized training for the exclusive benefit of the League while Recipient is a member of the League.
- c. *Non-Solicitation of the League participants.* During the period of Recipient's Provisional Training Period (i.e., Recipient's first two full months as a member of the League), and any continuing position with the League that may occur, and for a period of eighteen (18) months after Recipient's last day of participation with the League or eighteen (18) months from the date of any court order enforcing all or part of this Non-Solicitation provision, whichever is later, Recipient will not directly or indirectly participate in any capacity in soliciting, recruiting, or hiring any person who at such time is an participant of the League.
- d. *Non-Solicitation of Sponsors.* In return for the League providing Recipient with Confidential Information and specialized training, during the period of Recipient's participation with the League and for a period of eighteen (18) months after Recipient's last day of participation with the League, or eighteen (18) months from the date of any court order enforcing all or part of this Non-Solicitation provision, whichever is later, Recipient will not directly or indirectly accept or participate in any capacity in soliciting any

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Sponsor of the League, whose name and/or contact information became known to Recipient while participating with the League.

### **3. Adherence to Policies and Procedures of the League**

- a. The League has adopted certain policies and procedures that govern the operation of the League ("the Policies and Procedures"). The expectation is that all members of the League will abide by these Policies and Procedures adopted by the League.
- b. In executing this agreement, Recipient acknowledges that she has read the Policies and Procedures and agrees to abide by and adhere to all Policies and Procedures of the League, including any adopted or amended after the execution of this agreement.

### **4. Miscellaneous**

- a. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the United States. Recipient agrees that in the event of any breach or threatened violation of this Agreement, the League may obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect the League against any such breach or threatened violation.
- b. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining items, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- c. **No 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.
- d. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- e. **Notices.** Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services. If to the League:

**Anchorage Women's Derby, Inc.**  
**DBA Rage City Rollergirls**  
P.O. Box 102323  
Anchorage, AK 99510-2323

**Directions:** Sign and date below and submit with Membership Application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date