



World Ebony Network

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

(To be executed by individuals that are at least 18 years old or by parents/guardians)

This Acknowledgment of Obligations (the "Agreement") is made and effective this _____,

BETWEEN: _____ (the "Volunteer/Employee/partner/consultant" thereafter referred to as "volunteer"), an individual with his/her main address at:

AND: **WORLD EBONY NETWORK** (the "Organization"), a not for profit organization organized and existing under the laws of the Virginia, with its head office located at:

130 E Wythe St. Petersburg, Virginia 23903

WHEREAS, Organization desires to engage with Volunteer and Volunteer desires to be engaged with Organization or volunteer with Organization in connection with certain aspects of its programs and activities; and

WHEREAS, in connection with such involvement, Volunteer may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Organization or clients of Organization; and

WHEREAS, Volunteer and Organization desire to prevent the dissemination or misuse of such information and to designate the rights to such confidential information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PARTICIPATION

Organization hereby engages or continues to engage with Volunteer and Volunteer hereby accepts involvement with said Organization, upon the terms and conditions contained herein and/or at a compensation as shall be agreed upon from time to time by Organization and Volunteer. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination at least 14 days or agreed upon number of days in advance; provided that Organization may terminate the involvement of Volunteer effective immediately for Cause. For purposes hereof Cause shall mean any action taken by the Volunteer that is inconsistent with the intent and goals of the Organization, or the commitment of a theft or any felony or act of moral turpitude by the Volunteer. While engaged with Organization, Volunteer shall devote his or her full working time or agreed upon number of hours to Organization's affairs and shall faithfully and diligently serve Organization's interests.

2. CONFIDENTIALITY

Volunteer recognizes and acknowledges that the systems, programs, or processes, which Organization owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of Organization. Volunteer further recognizes and acknowledges that in order to enable Organization to perform services for its clients, such clients may furnish to Organization confidential information concerning their respective business affairs, property, methods of operation or other data; and that the Organization and its Volunteers are obligated or agree to keep such services and information confidential (collectively, including Organization systems and Organization client information, the "Confidential Information").



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3. NON-DISCLOSURE

Volunteer agrees that, except as directed by Organization, the Volunteer will not at any time, whether during or after his/her involvement with Organization, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Volunteer or otherwise coming into the Volunteer's possession or control without the prior written permission of Organization.

4. POSSESSION

Volunteer agrees that upon request by Organization, and in any event upon termination of participation, Volunteer shall turn over to Organization all documents, papers or other materials in his/her possession or under his/her control which may contain or be derived from Confidential Information, together with all documents, notes or other work product related to or derived from Volunteer's services to Organization whether or not such material is at the date hereof in Volunteer's possession. Volunteer agrees that the Volunteer shall have no proprietary interest in any work product developed or used by Volunteer or arising out of, derived from, or developed as a result of his/her involvement by Organization. Volunteer shall, from time to time as may be requested by Organization, do all things which may be advisable to establish or document Organization's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

5. NON-COMPETITION

Volunteer agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to Organization and its reputation, or to clients of Organization, Volunteer shall not, until the expiration of one year after the termination of the involvement with Organization, engage, directly or indirectly, or through any corporations or associates in any business, enterprise, or involvement, which is directly competitive with Organization.

6. SAVING PROVISION

Organization and Volunteer agree and stipulate that the agreements and covenants not to compete contained herein are fair and reasonable in light of all of the facts and circumstances of the relationship between Volunteer and Organization. In furtherance of and not in derogation of the provisions of the preceding paragraph, Organization and Volunteer agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Volunteer's competition with Organization to the maximum extent, in both time and geography, which the court shall find enforceable.

7. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Volunteer against Organization whether predicated on this Agreement or otherwise.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

9. INJUNCTIVE RELIEF

The Volunteer acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to Organization or clients of Organization, inadequately compensable in damages. Accordingly, Organization or, where appropriate a client of Organization, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Volunteer further acknowledges and agrees that in the event of the termination of involvement with the Organization the Volunteer's experience and capabilities are such that the Volunteer can be involved in business activities, which are of a different or non-



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competing nature with his or her activities as a Volunteer of the Organization; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Volunteer from earning a reasonable livelihood. The Volunteer further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Organization's legitimate business interests and are reasonable in scope and content.

10. ORGANIZATION'S CLIENTS OR POTENTIAL CLIENTS

If Volunteer 's involvement with Organization terminates for any reason, the Volunteer shall not, for a period of one year from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Organization or its subsidiaries or any person or firm which has contacted or been contacted by Organization as a potential customer or client of Organization; and Volunteer shall keep in strictest confidence, both during the Volunteer's involvement and subsequent to termination of involvement, and shall not during the period of involvement or thereafter disclose or divulge to any person, firm or corporation, use directly or indirectly, for the Volunteer 's own benefit or the benefit of others, any information which constitutes or would constitute Confidential Information, or have any business dealings, directly or indirectly with client or potential client without the Organization 's agreement and/or involvement.

11. GOVERNING LAW

The Agreement shall be construed in accordance with the laws of the State of VA or any geographic location where the Organization provides or intends to provide services.

12. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified, registered mail, or electronic mail to Volunteer at his/her residence address or electronic mail as the same appears on the books and records of Organization or to Organization at its principal office, attention of the CEO, or a designated World Ebony Network point of contact, from time to time. Volunteer hereby acknowledges his/her obligation to notify the Organization of a change of contact information (i.e., address, electronic mail, etc).

13. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of involvement, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

ORGANIZATION

VOLUNTEER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Signature of Parent if Volunteer is under 18:

I, _____, being the legal guardian of the Volunteer identified above, have read and acknowledge the terms contained herein and agree to be bound by the terms hereof on behalf of myself, and in my capacity as the guardian and legal representative of the Volunteer.

Parent/Guardian's Signature: _____