



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT American Orchid Society Board of Directors and Officers

During the time that will you serve on the Board of Directors, or as an officer of the American Orchid Society, you will gain access to information that is considered to be confidential and/or proprietary and is crucial to the operation of the organization. Because the American Orchid Society has the obligation to protect such information, it is a condition for serving on the Board of Directors or as an officer of the American Orchid Society, a 501c(3), non-profit organization, that you agree to enter into this Non-Disclosure and Confidentiality Agreement and to comply with its terms and conditions.

1. Confidential Information

The board member or officer agrees that in the process of dealing with the business of the American Orchid Society, he/she may obtain, acquire and become aware of information, and may in the future acquire non-public information, relating to or concerning the American Orchid Society and/or its employees during a board meeting, executive session or executive committee meeting. The board member/officer acknowledges and agrees that all such information and items described in the foregoing sentence acquired during the transaction of the society business may be private and confidential.

2. Agreement not to Disclose

The board member or officer agrees that he/she shall not, directly or indirectly, verbally or otherwise either during, or after publish, disseminate, disclose or cause to be published, disseminated or disclosed, any Confidential Information to any person, firm or entity whatsoever, including but not limited to, electronic communications (emails, Weblogs etc), voice conversations or messages, newspapers, periodicals, magazines, publications, and any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of the American Orchid Society.

3. Disclosure is Wrongful

Any disclosure of confidential information to Third Parties of any Confidential Information may cause irreparable harm. The board member or officer acknowledges that any disclosure to any Third Party of any Confidential Information shall constitute a breach of the terms of this agreement, and shall constitute a breach of trust and confidence

4. Severability

The board member or officer agrees that any breach of this confidentiality agreement shall result in termination of service to the American Orchid Society in a leadership role for the time that he/she may be a member of the American Orchid Society.

5. Voluntary Agreement

The board member or officer agrees that he/she has entered into this Agreement freely and voluntarily.

Board Member/Officer

Signature _____
Print Name _____
Print Title _____
Date _____

Witness

Signature _____
Print Name _____
Print Title _____
Date _____