

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **ENTERTAINMENT AND CULTURE PROMOTION SOCIETY INC.**, a Wisconsin nonstock corporation (hereinafter referred to as “ECPS”) and \_\_\_\_\_ (hereinafter referred to as “Volunteer”).

**WHEREAS**, ECPS is a nonprofit organization whose mission is to educate the public regarding different cultures to improve understanding and goodwill, which is accomplished through programs, outreach and, most notably, the organization’s flagship event, *Anime Milwaukee*, which includes several educational panels to broaden attendees’ understanding of Japanese culture; and

**WHEREAS**, ECPS possesses and relies on confidential and proprietary information for the successful operation of its events and promotions, and, in many instances, ECPS has an obligation to protect such information; and

**WHEREAS**, Volunteer may be exposed to information that is confidential and/or privileged and propriety in nature to ECPS or its affiliates, and

**WHEREAS**, the parties are desirous of maintaining the confidentiality of all information furnished by ECPS during and after Volunteer’s service on the board of directors, employment, or volunteer service.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the parties do hereinafter agree as follows:

1. **Definition of Confidential Information.** Confidential information shall mean **all** data, materials, knowledge, and proprietary information generated through, originating from or having to do with ECPS or persons associated with its activities, events including contractors. This includes, but is not limited to, documents, information, designs, printed matter, policies, procedures, conversations, messages (received or transmitted), resources, contacts, e-mail lists, and e-mail messages, whether internally between staff or outside ECPS. Any information not otherwise enumerated above but disseminated to Volunteer by ECPS shall in all respects be deemed confidential.

2. **Nondisclosure.** Any information provided to Volunteer by ECPS shall at all times be kept confidential and will not, without ECPS’s consent, be disclosed by Volunteer or its representatives or employees or agents in any manner whatsoever, directly or indirectly, in whole or in part, and will not be used by either or their representatives or employees directly or indirectly for any purpose other than for the transactions described herein. Any information obtained shall be revealed only to those employees or individuals who are employees of their representatives who need to access the information for purposes of evaluating the transactions contemplated herein, who are informed by each of the confidential nature of the information, and who shall, along with their employees, agents or representatives, agree to be bound by and to act only in accordance with the terms and conditions of this Agreement. Each party to this Agreement shall be responsible for any breach of the Agreement by their respective employees, agents, representatives, affiliates or assigns.

3. Covenant of Nondisclosure. At all times that Volunteer is in possession of any information of ECPS, Volunteer shall (a) keep all information confidential and safeguard the information from unauthorized use and disclosure (except as required by applicable law, regulation or legal process); (b) disclose the information to no one other than employees of ECPS. In the event that Volunteer is requested, pursuant to, or required by applicable law, regulation or legal process, to disclose any of the information, or the transaction relating to the information, Volunteer agrees (i) to notify ECPS immediately of the existence, terms and circumstances surrounding such request, (ii) to consult with ECPS on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information or disclosure of the transaction is required to prevent Volunteer from being held in contempt or other penalty, to furnish only such portion of the information or transaction as Volunteer is advised in writing by counsel that it is legally compelled to disclose, and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed information or transaction, as the case may be.

4. Clients, Guests, or Events. Client, guest, or event information, including all file information, shall not be disclosed to any third party under any circumstances without the written consent of ECPS.

5. Return of Information. Any information which is furnished hereunder, and all copies of the information, will be returned to ECPS upon ECPS's request, including e-mail addresses provided to Volunteer by ECPS. The portion of the information which consists of any analysis, compilations, forecast studies or other documents prepared by a party or by a party's employees or representatives, will be held and kept confidential and subject to the terms of this Agreement, including any patents, proprietary rights, intellectual property rights, copyrights. Any information furnished hereafter by ECPS shall remain the sole and exclusive property of ECPS and this provision shall survive the termination of any relationship with Volunteer.

6. Disclosure of Violation. Any disclosure, misuse, copying or transmitting of any material, data, or information, whether intentional or unintentional, will subject Volunteer to disciplinary action, prosecution, and/or monetary damages according to the provisions of this Agreement and any applicable laws. Volunteer shall immediately notify ECPS upon discovery of any unauthorized disclosure or unauthorized use of the information referred to herein. Volunteer will cooperate with ECPS in every reasonable way to help ECPS regain possession of the information and/or to prevent the further unauthorized use or disclosure of the same. In the event of Volunteer's threatened or actual breach of the terms of this Agreement, ECPS would be subject to irreparable harm and would have no adequate remedy at law and therefore shall be entitled to (a) all equitable remedies, including immediate injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) enjoining Volunteer and every other party from breaching the terms of this Agreement; (b) reasonable attorney's fees incurred in enforcing its rights hereunder; and (c) any other legal remedies that may be available to ECPS. ECPS shall not be required to show proof of actual damages prior to the granting of any injunctive relief or any other equitable or legal relief to which it may be entitled.

7. Severability. In the event a court of competent jurisdiction finds that any provision of this Agreement is unlawful or unenforceable, then it is the intent of the parties that such court apply a rule of reasonableness and modify the provision in question so that it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then the provision held unlawful or unenforceable shall be excised from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

8. Miscellaneous. The terms and provisions of this Agreement will inure to the benefit of each party's successors and assigns. Neither party may assign, or otherwise transfer, the terms and provisions of this Agreement, and any such attempt shall be null and void. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver hereof; all waivers being required to be in writing signed by the waiving party. This Agreement contains the full and complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior representations and understandings concerning the same subject matter, whether they be oral or written. This Agreement shall at all times be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be performed within this State.

The signatures of the parties below acknowledge the agreement to the aforementioned terms.

\_\_\_\_\_  
Volunteer  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

ENTERTAINMENT AND CULTURE PROMOTION SOCIETY INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_