

# NON DISCLOSURE AGREEMENT



1029 S. PLACENTIA // FULLERTON, CA 92831 // PHONE: 888.429.7276 // FAX: 714.441.0715 // WWW.CALSOUTH.COM

**FOR GOOD CONSIDERATION, AND IN CONSIDERATION OF BEING AN EMPLOYEE OR VOLUNTEER OF THE CALIFORNIA YOUTH SOCCER ASSOCIATION – SOUTH (CYSA-S), THE UNDERSIGNED HEREBY AGREES AND ACKNOWLEDGES THAT:**

1) During the term of this agreement and in the course of the discharge of my duties, I may have access to and become acquainted with financial, personnel, sales, technical and other confidential and proprietary information regarding formulas, reports, correspondence, records, files, software, specifications, equipment, documents, patterns, member lists, mailing labels, compilations, manuals, programs, devices, methods, techniques, operations, plans and processes that are owned by CYSA-South, actually or potentially used in the operation of CYSA-S' business, or obtained from third parties under an agreement of confidentiality, and that such information constitutes CYSA-S' "trade secrets."

2) I agree that I shall maintain the confidentiality of the trade secrets and shall not misuse, misappropriate, or disclose in writing, orally or by electronic means, any trade secrets, directly or indirectly, to any other person or use them in any way, either during the term of this agreement or at any other time thereafter, except as is required in the course of my service. Violation of this agreement will be grounds for termination of my service with CYSA-S.

3) I acknowledge and agree that the sale or unauthorized use or disclosure in writing, orally or by electronic means, of any of CYSA-S' trade secrets obtained by me during the course of my service under this agreement, including information concerning CYSA-S' actual or potential work, services, or products, the facts that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, constitute unfair competition, will materially and financially harm CYSA-S, and compromise the privacy of CYSA-South and its members.

4) I acknowledge and agree that all trade secrets and similar items whether maintained in hard copy, electronically or on-line relating to CYSA-S' business, whether prepared by me or others, are and shall remain exclusively the property of CYSA-S and shall only be removed from the premises or the computer systems of CYSA-S with the express prior written consent of CYSA-S' Board of Directors.

5) I acknowledge that unauthorized access, use, addition, deletion, alteration, tampering, interference, disruption, contamination, damage, destruction or removal of computer data from a computer system, computer network or computer program is a crime punishable under the California Penal Code, including but not limited to Penal Code Section 502 and may result in imprisonment in state prison for three (3) years or a fine not exceeding ten thousand dollars (\$10,000), or both.

6) I agree that upon termination of my service with CYSA-S, I shall immediately return all documents, files, electronic or otherwise, and property comprising the trade secrets of CYSA-S and all copies, electronic or otherwise, thereof relating in any way to CYSA-S' business, or in any way obtained by me during the course of service. I further agree that I shall not retain copies, electronic or otherwise, notes or abstracts of the foregoing.

7) I acknowledge and agree that a breach of this agreement will cause immediate and irreparable harm to CYSA-S, and CYSA-S shall be entitled to injunctive relief without limitation to any other legal and equitable remedies that may be available to CYSA-S, including statutory penalties, compensatory and punitive damages.

By signing this agreement, you agree to the terms set forth above.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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Employee or Volunteer Signature

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Employee or Volunteer Print Name