



Non-Disclosure Agreement

THIS AGREEMENT ("Agreement") is made on BETWEEN Libertarian Party of Pennsylvania, (the Disclosing Party); and you (the Receiving Party), collectively referred to as **the Parties**, for the purpose of preventing the unauthorized disclosure of Proprietary Information as defined below.

Purpose and Effective Date

The Parties agree to enter into a confidential relationship with respect to the disclosure of Proprietary Information. The Receiving Party understands that the Disclosing Party has disclosed or may disclose Proprietary Information of the Disclosing Party.

This Agreement expresses the complete understanding of the parties with respect to the subject matter, shall take effect upon the date of signature by the Parties, and supersedes all prior proposals, agreements, representations, and understandings pertaining to Non-Disclosure of Proprietary Information between the Parties.

Definition of Proprietary Information

1. For purposes of this Agreement, Proprietary Information shall include without limitation an individual's photograph, social security number, driver's license number, address, telephone number, date of birth, e-mail address, any financial information and when applicable any respective account numbers, and any personal identification number or password, employment and pre-employment records, and any other personally identifiable information not lawfully accessible from publicly-available information.
2. For the purposes of this agreement, Proprietary Information shall also include login names, passwords, IP addresses, infrastructure details, or any other information regarding the non-public technical operations of the Disclosing Party.

Obligations of Receiving Party

1. The Receiving Party understands that nothing herein: (i) requires the disclosure of any Proprietary Information; or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
2. Receiving Party shall hold and maintain Proprietary Information in strictest confidence and use only for the purposes intended (political activity) as authorized by the national party or state party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Proprietary Information.
3. In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials); (ii) not to disclose, directly or indirectly, any such Proprietary Information or any information derived therefrom to any third person without the express written consent of Disclosing Party; and (iii) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall ensure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information execute a copy of this Agreement prior to such disclosure.
4. Receiving Party may be granted permission by Disclosing Party to work in conjunction with other parties who have executed a copy of this Agreement with Disclosing Party, at the discretion of the Disclosing Party. Such permission for disclosure granted by the Disclosing Party shall be explicit as to exceptions.
5. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all information and all documents or media containing Proprietary Information obtained from the Disclosing Party, and any and all copies, updates, or extracts thereof; save that where such information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
6. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Proprietary Information made available to the Receiving Party or its advisers; Receiving Party is responsible for making its own evaluation of such information.
7. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
8. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to request a protective order and a court has ruled upon that request.

Duration and Termination

Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party; provided, however, that with respect to all Proprietary Information disclosed to or obtained by the Receiving Party prior to such termination, this Agreement (and all of the provisions hereof) shall survive any such termination until the information is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public;

1. was in Receiving Party's possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated;
2. was lawfully disclosed to Receiving Party by a third party; or
3. was independently developed without use of any information disclosed under this Agreement.

Remedies

Receiving Party agrees that the unauthorized disclosure of Proprietary Information will cause irreparable harm and significant injury to Disclosing Party, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Receiving Party agrees that Disclosing Party, in addition to any other available remedy, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security. Receiving Party shall notify Disclosing Party in writing immediately upon Receiving Party's becoming aware of any such breach or threatened breach of this Agreement.

Without limiting the availability of any other remedy hereunder, at law or in equity, Receiving Party agrees to indemnify, defend, and hold harmless Disclosing Party for any amounts paid in expenses that Disclosing Party may incur or suffer in connection with, or arising out of any breach, direct or indirect, intentional or negligent or reckless, by Receiving Party of its obligations hereunder, including, without limitation, attorney's fees and legal costs.

Relationship

Nothing contained in this Agreement shall be deemed to constitute either party a partner of the other party for any purpose.

Severability

If a court finds any part, term, or provision of this Agreement illegal, invalid, or unenforceable, the remainder of this Agreement shall remain in effect and be interpreted so as best to effect the intent of the parties.

Alteration and Amendment

Receiving Party shall not assign or transfer all or any part of its rights under this Agreement without the consent of the Disclosing Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

Waiver

The failure to exercise any right provided in this Agreement shall not be construed as a waiver of such right. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Jurisdiction

This Agreement shall be governed by the laws of the Commonwealth of Virginia, and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

Disclosing Party

Libertarian Party of Pennsylvania
4203 Union Deposit Road
#1185
Harrisburg, PA 17111

Receiving Party

Name:
Signature:
Date:

* ☐ By checking this box, I agree to the terms and conditions of the non-disclosure agreement stated above.