

CONFIDENTIALITY AGREEMENT

I, the undersigned, acknowledge the importance to the J. Smith Young YMCA ("YMCA") of protecting its confidential information and other legitimate interests. Therefore, in consideration of my employment or status as a vendor or contractor with YMCA and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge:

1. I agree that, except as required for the proper performance of my regular duties for/at YMCA, I will never, directly or indirectly, use or disclose any Confidential Information, as defined below. I understand and agree that this restriction will continue to apply after my employment terminates, regardless of the reason for termination.
2. "Confidential Information" means any and all information of YMCA that is not generally available to the public and any and all information publicly known in whole or in part or not, which, if disclosed by YMCA, would assist in competition against it, including but not limited to (i) YMCA products and services, technical data, methods and processes, (ii) YMCA's marketing activities and strategic plans, (iii) YMCA's costs and sources of supply, (iv) the identity and special needs of YMCA's constituents, prospective customers, and vendors and prospective vendors, (v) the people and organizations with whom YMCA has business relationships and those relationships. Confidential Information also includes any information that YMCA may receive or has received from those who do business with it, including but not limited to its members, with any understanding, express or implied, that the information would not be disclosed and any and all other information that YMCA treats in a confidential manner.
3. I agree that all Confidential Information which I create or to which I have access as a result of my employment/performance of work at the YMCA is and shall remain the sole and exclusive property of YMCA. Also, all documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of YMCA and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by me, shall be the sole and exclusive property of YMCA, I agree to safeguard all Documents and agree to return to YMCA immediately after my employment terminates, and at such other times as may be specified by YMCA, all Documents and all other property of YMCA then in my possession or control.
4. I represent and warrant to YMCA that my employment/status as a vendor or contractor by YMCA and my execution and performance of this Agreement will not breach or be in conflict with any other agreement to which I am a party or am bound or any other obligations I have to third parties and that I am not now subject to any covenants against competition or similar covenants that would affect my performance for YMCA, I agree that I will not disclose to YMCA any confidential and/or proprietary information of any other employer except with such former employer's consent.
5. This Agreement sets forth the entire agreement between me and YMCA and supersedes all prior communications, agreements and understandings, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by me and an expressly authorized representative of YMCA. If any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect, it shall not affect any other provisions, and shall be construed by limiting it so as to be enforceable to the maximum event permissible by law.
6. I acknowledge and agree that this Agreement does not constitute a contract of employment for a specific term and that either YMCA or I may terminate my employment at any time, with or without notice or cause.

Intending to be legally bound hereby, I have signed this Agreement as of the day and year written below.

Signature: _____ Printed Name: _____

Date: _____