

Glastonbury Landowners Association, Inc.

Finance Committee Member Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into by and between Glastonbury Landowners Association, Inc. of Emigrant, Montana ("Disclosing Party") and _____, ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information")."

1. Definition of Confidential Information. The term "Confidential Information" shall mean any information of the Glastonbury Landowners Association (GLA) that is not generally known to the public and which, if disclosed, could reasonably be expected to adversely affect the GLA's operations or the privacy of individual Glastonbury Landowners. Confidential Information includes, but not limited to information about landowners, such as:

- Social Security numbers, taxpayer identification numbers or driver license numbers;
- Email addresses, unless it is the official address on the membership list;
- A member's financial account transactions (does not include account balances); bank account, credit card or debit card account numbers or information;
- Disclosing Party's QuickBook files;
- Phone numbers; date of birth or family information (such as number of, names of, or ages of children);
- Employment records; income tax filings and any personal financial information provided to negotiate payment plans;
- Other information that may be required to be kept confidential under Montana law, and
- Drafts of committee meeting minutes.

2. Exclusions from Confidential Information. Confidential Information does not include any information which:

- was in Receiving Party's possession without an obligation to keep it confidential, before such information was disclosed to Receiving Party;
- is or becomes public knowledge through a source other than the Receiving Party.

3. Obligations of Receiving Party. Receiving Party agrees to keep confidential and not disclose to any unauthorized person any Confidential Information of the GLA. Confidential Information shall be used solely for the purpose of fulfilling obligations of Receiving Party's work project as a GLA committee member or volunteer.

Receiving Party shall carefully restrict access to Confidential Information only to other GLA Directors, employees, accountant or agents who have a need to know, and shall inform such Directors, employees and agents of their obligation to maintain the confidentiality of such Confidential Information pursuant to this Agreement. Receiving Party shall return to Disclosing

Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information at the end of the work project or immediately if Disclosing Party requests it in writing.

4. **Time Periods.** The confidentiality provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as Confidential Information or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

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.

Receiving Party Signature: _____ Date: _____, 20____
Printed Name: _____

GLA Signature: _____
President
Printed Name: _____