



Employee/Volunteer/Board Member Confidentiality Agreement

Coastline Women's Center (the Organization) and _____ (Employee/Volunteer/Board Member) agree to enter into this Employee/Volunteer/Board Member Confidentiality Agreement as follows:

1. Employment

The Organization shall employ Employee/Volunteer/Board Member, and Employee/Volunteer/Board Member shall be employed by the Organization upon the terms and conditions set forth in this Agreement.

2. Term of Employment

Neither this Agreement nor the language used herein is intended to create or constitute an employment agreement. Employee/Volunteer/Board Member is employed at-will and both the Organization and Employee/Volunteer/Board Member have the right to terminate employment with the Organization at any time for any reason or no reason at all, with or without notice.

3. Confidentiality

Employee/Volunteer/Board Member and the Organization mutually recognize that Employee/Volunteer/Board Member will be in a position to obtain confidential information, client and donor list, and will develop relationships with specific clients and donors. Employee/Volunteer/Board Member and the Organization further recognize that Employee/Volunteer/Board Member will, by virtue of working at the Organization, continually have access to that information. Further, as an Employee/Volunteer/Board Member of the Organization, Employee/Volunteer/Board Member and the Organization recognize Employee/Volunteer/Board Member will acquire knowledge relation to the Organization's business interest in the knowledge, proprietary and confidential information, including client and donor lists that Employee/Volunteer/Board Member acquires from the Organization, and that as such these legitimate business interests are to be protected.

- a. Employee/Volunteer/Board Member covenants and agrees that at all times during Employee/Volunteer/Board Member's period of employment with the Organization, and for a period of two (2) years after the date of termination of Employee/Volunteer/Board Member's employment, (or for a period of six (6) months, if Employee/Volunteer/Board Member is employed by the Organization for less than one year, whether such termination is voluntary or involuntary), to maintain the confidentiality required of Employee/Volunteer/Board Member's position;
- b. Employee/Volunteer/Board Member will not divulge any client list, contribution list, or any names, addresses, or any information contained therein, or any other proprietary information gained or taken from the Organization;
- c. Employee/Volunteer/Board Member will not divulge any financial or corporate information regarding the Organization or any of its clients or donors;
- d. Employee/Volunteer/Board Member covenants and agrees that Employee/Volunteer/Board Member shall not engage in the making or publishing of written or oral statements or remarks that are defamatory;
- e. Employee/Volunteer/Board Member acknowledges that the term "termination of employment" means any separation from employment from the Organization, either voluntary or involuntary, whether the separation is at the best of Employee/Volunteer/Board Member or the Organization, regardless of the reason for separation;
- f. Employee/Volunteer/Board Member recognizes that any breach of this Agreement will cause the Organization irreparable harm. Employee/Volunteer/Board Member recognizes that the Organization's remedies at law may be inadequate and that the Organization shall have the right to



injunctive relief in addition to any other remedy available to it. Therefore, if Employee/Volunteer/Board Member breaches this Agreement or any of the covenants contained herein, the Organization has the right to, and will seek, issuance of a court-ordered injunction, as well as any and all other remedies and damages, to compel the enforcement of the terms states herein. Employee/Volunteer/Board Member expressly agrees that the Organization shall be entitled to injunctive and/or other equitable relief in court to prevent further breach of the Agreement. If court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs;

- g. If any part of the Agreement is held unenforceable or invalid, the remaining parts thereof shall continue to be enforceable. If the provisions imposing time restrictions are deemed unenforceable by a court of competent jurisdiction, then such provisions for the purposes of the Agreement shall include the maximum time period which a court of competent jurisdiction determines to be reasonable, valid, and enforceable.

4. Termination of Employment and Forfeiture of Compensation

Employee/Volunteer/Board Member agrees that any breach by Employee/Volunteer/Board Member of any of the covenants set forth in Section 3 hereof during Employee/Volunteer/Board Member's employment by the Organization, shall be grounds for immediate dismissal of Employee/Volunteer/Board Member and shall subject Employee/Volunteer/Board Member to a civil action for money damages, which shall be in addition to and not exclusive of any and all other rights and remedies the Organization may have against Employee/Volunteer/Board Member. If court action results from any breach of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

5. Consideration and Condition of Employment

Employee/Volunteer/Board Member acknowledges that signing this Agreement is a condition of employment and that employment or continued employment is sufficient consideration for signing this Agreement and compliance with the promises made herein. Failure to execute the Agreement is grounds for immediate termination.

6. Entire Agreement – Amendment

This Agreement shall supersede any and all existing oral or written agreement, Representations, or warranties between Employee/Volunteer/Board Member and the Organization relating to the terms of Employee/Volunteer/Board Member's employment by the Organization. It may not be amended except by a written agreement by both parties.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to agreements made and to be performed in the State of South Carolina, without regard to its conflict of laws provisions.

The parties hereto have duly executed this Agreement as of the _____ (Today's Date)

Employee/Volunteer/Board Member Signature

Coastline Women's Center Representative