

TREO Foundation Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made by and between the ASMBS Foundation dba TREO ("Foundation") and the undersigned TREO Board Member (Board Member). This Agreement sets forth the terms under which confidential information shared with the Board Member in their capacity as a member of the Foundation's Board of Directors will be protected.

1. Confidential Information For the purposes of this Agreement, "Confidential Information" shall include but is not limited to: Any non-public financial information, strategic plans, donor information, fundraising strategies, and any other proprietary or sensitive information regarding the operations, beneficiaries, and initiatives of the Foundation. All discussions and deliberations that take place during board meetings, committee meetings, or any other communications related to the business of the Foundation.

2. Obligations of Confidentiality The Board Member agrees to the following obligations regarding Confidential Information: a) Non-Disclosure: Board Member agrees not to disclose, share, or otherwise make available any Confidential Information to any third party without prior written consent from the Foundation, unless required by law or regulation. b) Use of Information: The Board Member agrees to use Confidential Information solely for the purpose of fulfilling their duties as a Board Member and not for any personal or professional gain or for the benefit of any third party. c) Protection of Information: The Board Member agrees to take all necessary steps to protect the confidentiality of any and all Confidential Information, including maintaining it securely and not discussing it in public or with unauthorized individuals.

3. Exceptions to Confidentiality The confidentiality obligations of this Agreement do not apply to information that: a) Was publicly known at the time it was disclosed or becomes publicly known through no wrongful act of the Board Member. b) Was lawfully received from a third party without breach of any obligation of confidentiality. c) Is required to be disclosed pursuant to a court order, subpoena, or applicable law, provided that the Board Member promptly notifies the Foundation of any such legal requirement prior to disclosure.

4. Return or Destruction of Confidential Information Upon termination of the Board Member's service or upon request by the Foundation, the Board Member agrees to promptly return or destroy all copies of Confidential Information in their possession, including any written, electronic, or recorded materials.

5. Duration of Confidentiality Obligations The obligations of confidentiality under this Agreement will continue during the Board Member's tenure and for a period of [two (2)] years following the end of their service to the Foundation, unless otherwise agreed upon in writing by the Foundation.

6. Breach of Agreement Any breach of this Agreement may result in immediate removal from the Board of Directors and potential legal action to recover damages or to seek injunctive relief. The Board Member acknowledges that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Foundation.

7. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

8. Entire Agreement This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.