

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is made and effective \_\_\_\_\_ by and between the Hawaii Republican Party (Owner) and \_\_\_\_\_ (Recipient).

### **1. Confidential Information.**

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Nothing herein shall require Owner to disclose any of its information.

### **2. Recipient's Obligations.**

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence and shall not use the Confidential Information other as authorized in writing by Owner. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any party whatsoever except with the prior written authorization of Owner.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except as authorized in writing by Owner. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

### **3. Term.**

The obligations of Recipient herein shall be effective from the date Owner first discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

### **4. Other Information.**

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

### **5. No Publicity.**

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

### **7. Governing Law and Equitable Relief.**

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Hawaii, and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

**8. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Hawaii Republican Party  
725 Kapiolani Blvd. C105  
Honolulu, HI 96813

CHAIRMAN: \_\_\_\_\_ Date \_\_\_\_\_  
Recipient: \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_