

Confidentiality Agreement

It is understood and agreed to that certain information shared between the Summit Area YMCA and its members, volunteers, employees and other individuals affiliated with the YMCA may be considered confidential. To ensure the protection of such information and in consideration of the agreement to disclose said information, the Recipient named below agrees as follows:

- 1. The confidential information to be disclosed by the Summit Area YMCA under this Agreement ("Confidential Information") can be described as and includes: Personal familial information, Social Security numbers, credit card numbers, personal financial information, donations and other organizational financial or proprietary information, employment information and any other disclosed information concerning the above that may be considered confidential, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
- 2. Recipient shall use the Confidential Information only for the specific purpose or relationship that the Summit Area YMCA has designated and agreed.
- 3. Recipient shall limit disclosure of Confidential Information within the Summit Area YMCA including its directors, members, donors, contractors, volunteers, vendors and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Chief Executive Officer or Chief Operating Officer. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, volunteers, members, contractors and others who are permitted access to or use of the Confidential Information.
- 4. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the Summit Area YMCA shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
- 5. I understand that the computer, voicemail and email systems are the property of the Summit Area YMCA and I consent to the Summit Area YMCA accessing my use of these systems, the internet, and the intranet.

The Recipient acknowledges that (s)he has read and understands this Agreement and voluntarily accepts the duties and obligations set forth herein.