

**COMPUTER MUSEUM OF AMERICA
VOLUNTEER NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT ("Agreement") is made effective as of the ____day of _____20__ between **The Computer Museum of America, Inc.**, a Georgia non-profit corporation ("CMoA") and the undersigned individual (the "Volunteer").

WHEREAS, CMoA maintains a world class computer and technology museum and storage facilities in north Fulton County, Georgia and Volunteer desires to or is currently providing unpaid volunteer services to CMoA and the execution of this Agreement is a condition of such Service.

NOW, THEREFORE, for and in consideration of the premises and mutual promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1.0 Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (a) "*Trade Secret*" means all information owned by CMoA and described in Section 10-1-761(4) of the Official Code of Georgia Annotated.
- (b) "*Confidential Information*" means any and all data or other information, other than Trade Secrets, which is not known to the general public with regard to the assets, plans and operations of CMoA and obtained by Volunteer as a result of being a Volunteer.
- (c) "*Service*" shall mean any volunteer or other work of the Volunteer for the benefit of CMoA or any affiliated entity.
- (d) "*Unauthorized Person*" shall mean any person who is not then employed by CMoA or is not then serving as a volunteer to CMoA.

2.0 Non-Disclosure. At all times both before and following Volunteer's performance of any Service for CMoA, Volunteer shall not, in any manner:(a) use, disclose, or permit any Unauthorized Person to obtain any of CMoA's Trade Secrets (whether or not the Trade Secrets are in written or tangible form); or (b) use, disclose or permit any Unauthorized Person to obtain any of CMoA's Confidential Information (whether or not the Confidential Information is in written or tangible form).

3.0 Specific Performance. Volunteer recognizes and agrees that the ascertainment of damages in the event of Volunteer's breach of any covenant contained in this Agreement will be difficult, if not impossible to determine. It is therefore agreed that CMoA, in addition to and without limiting any other remedy or right which it may have, shall have the right to an injunction issued by a court of competent jurisdiction enjoining any such breach or threatened breach and Volunteer hereby irrevocably waives the defense that CMoA has or will then have an adequate remedy at law in any action by the CMoA seeking an injunction.

4.0 Miscellaneous. Under no condition will Volunteer be entitled to any reimbursement, compensation or other payment from CMoA. This Agreement may be amended only in writing, signed by both parties hereto. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument. This Agreement and the enforcement of its provisions shall be governed by the laws of the State of Georgia. EXCLUSIVE VENUE AND JURISDICTION SHALL BE GIVEN TO THE FULTON SUPERIOR COURT AND/OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL. This Agreement shall be construed without regard to presumption or any other rule requiring construction against a party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement the day and year first above written.

Volunteer: _____
Print Name: _____
Date: _____

If Volunteer is under the age of 18, signature of his or her legal guardian or parent is required:

Parent or Guardian: _____
Print Name: _____