



CONFIDENTIALITY AGREEMENT

As a condition of my serving on Board of Directors for Rainier Valley Community Development Fund, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, "RVCDF"), and in consideration of my relationship with RVCDF and my receipt of the compensation now and hereafter paid to me by RVCDF, I agree to the following:]

Pursuant to my duties of loyalty and care as a member of the board of directors of Rainier Valley Community Development Fund, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, "RVCDF"), I agree to the following:

1. **The Relationship.** The relationship between RVCDF and me, including any relationship prior to or on the date of this Agreement, will be referred to as the "Relationship."

2. **Proprietary Information.**

(a) **RVCDF Information.** I agree at all times during and after the Relationship that unless I have written authorization from RVCDF and I am sharing the information to benefit RVCDF, I will keep confidential, and not use or disclose to any person, firm, or corporation, any Proprietary Information of RVCDF that I obtain or create. I understand that "Proprietary Information" means any of RVCDF's (i) technical data, trade secrets or know-how; (ii) business plans, services, service providers, licensees, marketing, licenses, finances, budgets; (iii) all information related to past, present, or future borrowers, or other business information related to RVCDF; (iv) Third Party Information (as defined below) obtained in the course of the Relationship; and (iv) all other information which, by their nature or the circumstances of disclosure, should be reasonably understood to be confidential or proprietary. I understand that Proprietary Information does not include any of the items listed above about which the public has knowledge and have been made generally available through no wrongful act of mine or others who were under an obligation to keep the item or items involved confidential.

(b) **Third Party Information.** I understand that RVCDF has received, and will continue to receive, confidential or proprietary information from other parties where RVCDF has an obligation to maintain the confidentiality of such information and use it only for certain limited purposes. I agree to keep all such confidential or proprietary information confidential and not disclose any confidential or otherwise proprietary information to any person, firm, or corporation, or to use it except as necessary in my work for RVCDF in a manner consistent with RVCDF's agreement with another party.

(c) **Required Disclosure.** This policy is not intended to prevent disclosure of confidential information if disclosure of such information is required by law, provided that you give notice to RVCDF in the event you are required to make disclosures required by law, if possible under the circumstances and prior to any such disclosure in order to give RVCDF the opportunity to seek a protective order if it deems it necessary to do so.

3. **Returning Documents.** I agree that when the Relationship terminates, or at any time requested by RVCDF, I will deliver to RVCDF (and will not keep in my possession, copy or deliver to anyone else) any and all copies (if applicable) of devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other documents or property, or reproductions of any of the items mentioned above, that I hold in my possession, have developed or have access to as a result of the Relationship or that otherwise belongs to RVCDF, its successors or assigns. I also agree that any property on RVCDF's premises and owned by RVCDF, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by RVCDF at any time with or without notice.

4. **Notification to Other Parties.** I agree that RVCDF may notify any other parties with whom I have a relationship, including parties with whom my relationship begins after the execution of this Agreement, about my obligations under this Agreement.

5. **Representations and Covenants.**

(a) **Conflicts.** I will not breach any prior agreement to keep in confidence Proprietary Information acquired by me prior to the Relationship. I have not entered into, and I agree I will not enter into, any oral or written agreement that conflicts with any of the provisions of this Agreement.

(b) **Voluntary Execution.** I acknowledge that I have carefully read and understand all of the terms of this Agreement and will fully and faithfully comply with all of its terms.

6. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to the principles of conflict of laws. [Attorney fees provision: The prevailing party will be entitled to recover its court costs and reasonable attorneys' fees, in the event of any such legal proceeding arising under this Agreement.]

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between RVCDF and me relating to the subject matter of this Agreement and merges all prior discussions between us. No change or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by RVCDF and me. Any later change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more terms of this Agreement are deemed void by-law, then the remaining terms will continue to be valid, in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon and operate to the benefit of each party's heirs, executors, administrators, legal representatives, successors, and assigns.

(e) **Survival.** The provisions of this Agreement will survive the termination of the Relationship and the assignment of this Agreement by RVCDF to any successor in interest or other assignee.

(f) **Breach.** The parties agree that it is impossible to measure in money the damages that RVCDF would suffer due to my failure to comply with all terms of this Agreement and/or failure to perform any of my obligations under this Agreement. Therefore, in the event RVCDF takes any action or proceeding to specifically enforce the terms of this Agreement by injunctive or other form of equitable relief, I hereby waive the claim or defense that RVCDF has an adequate remedy at law or that RVCDF has not been or is not being irreparably harmed, and I shall not assert in any such action or proceeding the claim or defense that such remedy exists at law.

The parties have executed this Agreement on the respective dates set forth below:

**RAINIER VALLEY COMMUNITY
DEVELOPMENT FUND:**

**[BOARD MEMBER] [EMPLOYEE]
[OTHER – VENDOR, PARTNER, ETC.]:**

By: _____
[Name], [Title]

By: _____

Date: _____

Date: _____