



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made by and between United Federation of Churches, LLC d/b/a THE SATANIC TEMPLE (hereinafter "Disclosing Party"), and the undersigned recipient of information (hereinafter "Recipient").

The Recipient is entering into this Agreement for the benefit of the Disclosing Party, and in order to protect the Disclosing Party's Confidential Information (as defined below).

This Agreement applies at all times, both during and after the termination of the Recipient's relationship with Disclosing Party, whether as director, employee, independent contractor, volunteer, or otherwise.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure by Disclosing Party to Recipient of certain information:

1. Definitions. For purposes of this Agreement the following definitions shall apply:
 - a. "Personally Identifiable Information", or "PII," shall mean information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Such information includes, by way of example, but is not limited to, a person's first, last, or full name,, home address, email address, telephone number, Social Security number, passport number, date of birth, birthplace, vehicle registration plate number, driver's license number, face, fingerprints, or handwriting, credit card numbers, digital identity, genetic information, and system or online community login name, screen name, nickname, or handle.
 - b. "Confidential Information" shall mean: (1) all materials, information, or data, regardless of media (including, without limitation, oral, electronic media and print), provided to Recipient by, on behalf of, or because of Disclosing Party, and which is designated or marked as "Confidential" prior to, at the time of, or in writing within 30 days of its disclosure; (2) any and all Personally Identifiable Information ("PII") of Disclosing Party's current or former founders, directors, employees, independent contractors, volunteers, donors, supporters, or contributors; (3) Disclosing Party's financial information or data, financial statements, budgets, reservation information or data, planning and programming information, meeting agendas or minutes, reports, applications,

analyses, intellectual property, proprietary information, trade secrets, technical or non-technical information, methods, internal deliberations, ideas, concepts, designs, inventions, know-how, processes, flow diagrams, operating procedures or instructions, computer or software programs, software source documents, source codes, object codes, schematics; (4) all information provided to Disclosing Party by its sponsors, donors, guests, other customers or clients; (5) any Disclosing Party information system or database or part thereof, and the information contained therein; and (6) any reports, memorandum, reports, notes, working papers, or other work product of the Recipient that compiles, consolidates, reflects, or otherwise includes any of the foregoing information, regardless of whether it is marked "Confidential" or "Proprietary."

2. Exclusions. Confidential Information does not include information that Recipient can demonstrate: (a) has been, or hereafter is, publicly disclosed by Disclosing Party; (b) was known to or acquired by Recipient, through lawful means and without breach of any third party's confidentiality obligation to Disclosing Party, prior to it being furnished to Recipient under the terms of this Agreement; (c) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, otherwise generally known or available to the public; (d) is rightfully obtained by Recipient from a third party, without breach of any obligation to Disclosing Party; or (e) was independently developed by the undersigned before receiving such information from Disclosing Party. These exclusions do not apply to the PII of current or former founders, directors, employees, independent contractors, volunteers, donors, supporters, or contributors of Disclosing Party; such information shall remain Confidential under this Agreement at all times.
3. Use and Disclosure of Confidential Information Prohibited. Both during and after the termination of the Recipient's relationship with Disclosing Party (in whatever capacity), the Recipient shall not use or disclose any PII of Disclosing Party's Confidential Information in any manner whatsoever, except as provided in paragraphs 4 and 5 of this Agreement, and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to indemnify Disclosing Party against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Disclosing Party as a result of a breach of this Agreement by Recipient.
4. Permitted Use and Disclosures. Recipient may disclose and use Disclosing Party's Confidential Information only as required in the course of the Recipient's duties or responsibilities for, on behalf of, or otherwise benefiting Disclosing Party. Furthermore, Recipient shall disclose Confidential Information only to those individuals with a bona fide need to know such Confidential Information, and only to the extent necessary to evaluate or carry out a proposed course of action. Prior to any such disclosure, the Recipient must advise such individuals of the confidential nature of such Confidential Information and the terms of this Agreement, and ensure they are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the

confidentiality of such Confidential Information. The Recipient agrees that the Confidential Information is and shall remain the property of the Disclosing Party.

5. Required Disclosures. Recipient may disclose Disclosing Party's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides Disclosing Party a reasonable opportunity to review the disclosure and to interpose its own objection to the disclosure before it is made.
6. Disclosure of Recipient's PII. Disclosing Party shall not disclose to any person the Recipient's name, contact information, or other PII without Recipient's written permission to do so. However, Disclosing Party may disclose Recipient's PII if and to the extent that such disclosure is required by court order, provided that Disclosing Party provides Recipient a reasonable opportunity to review the disclosure and to interpose their own objection to the disclosure before it is made.
7. Return or Destruction of Documents. Immediately upon termination of Recipient's relationship with the Disclosing Party, in whatever capacity, or at any time upon the written request of Disclosing Party for any reason, Recipient shall destroy or return (at Disclosing Party's sole election) to Disclosing Party any and all data, records, notes, and other written, printed or other tangible materials in its possession containing or pertaining to the Confidential Information. Recipient shall also disclose and turn over the login information for any website, social media account, or other online account created by or on behalf of the Recipient and which relates to or is associated with the Disclosing Party. The destruction or return of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.
8. Limitation of Rights: Recipient hereby acknowledges and agrees that it shall not acquire any rights in or to the Confidential Information supplied by Disclosing Party under this Agreement other than the rights expressly granted herein. In particular, Recipient shall not acquire any ownership right, interest, or title in or to the Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights under this Agreement. Recipient further acknowledges that the Confidential Information has been developed at significant cost and has significant commercial value to the Disclosing Party and that knowledge of all or any part of the Confidential Information may yield a competitive advantage over others not having such knowledge.
9. Irreparable Harm. Recipient acknowledges and agrees that, in the event of any violation or breach of this Agreement, whether threatened or actual, Disclosing Party shall be entitled to specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Recipient waives any requirement that the Disclosing Party post bond of any sort in connection with any injunctive action taken by the Disclosing Party hereunder. Recipient expressly waives the defense that a remedy

in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Disclosing Party. Such remedies shall not be deemed the exclusive remedies for a breach of this Agreement but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Recipient.

- 10. Non-Disparagement.** Recipient agrees that Recipient shall not make any untrue statements, or take any other actions whatsoever, that falsely disparage the goodwill, name, brand, or reputation of the Disclosing Party or its current directors, employees, independent contractors, volunteers, donors, supporters, contributors, or current and former founders. This obligation shall be in effect at all times following the Effective Date of this Agreement, both during and after the termination of the Recipient's relationship with Disclosing Party (in whatever capacity).

 - a.** For purposes of this Section, "disparage" shall mean any untrue or false critical or negative statement, whether written or oral, about the foregoing parties. Examples of disparaging statements include, but are in no way limited to, untrue statements that the aforementioned parties have been dishonest, acted fraudulently, misused funds, or otherwise engaged in unethical or dishonest behavior, or are associated with parties who engage in such behavior. "Disparage" also includes any untrue or false statement that engages in disparagement by implication, even if not stated directly.
- 11.** This obligation shall be in effect at all times following the Effective Date of this Agreement, both during and after the termination of the Recipient's relationship with Disclosing Party (in whatever capacity).
- 12. Successors and Assigns.** This Agreement and Recipient's obligations hereunder shall be binding on their representatives, assigns, and successors and shall inure to the benefit of the assigns and successors of Disclosing Party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.
- 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to conflict of law principles. Any legal proceedings instituted by one Party against the other relating to this agreement shall be conducted within the State of Massachusetts.
- 14. Attorney's Fees.** If any litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

15. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one agreement.
16. Entire Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Disclosing Party may have under trade secret, copyright, patent or other laws that may be available to Disclosing Party. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.
17. Severability: If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force.

Effective Date: _____

United Federation of Churches, LLC d/b/a
THE SATANIC TEMPLE
("Disclosing Party")

By: _____

Title: _____

Email: _____

REDACTED