

POLICY ON CONFIDENTIAL MATTERS

Adopted and approved: **January 22, 2016** by the **SMPS Board of Directors**

There shall be a confidentiality agreement prepared by the CEO. Any member and staff of the Society or others with access to sensitive or proprietary business information (as determined by the CEO, Deputy CEO, CFO, or Board of Directors) shall be required to sign the following agreement.

In connection with my role as a member of the staff or service as a volunteer for Society for Marketing Professional Services (SMPS), I (_____), the receiving party, may be given or have access to certain confidential information of the Society for Marketing Professional Services or third parties (collectively, "Confidential Information"). Confidential Information is all information that SMPS considers confidential or proprietary information of SMPS or third-party sources, regardless of whether such information is marked as such by SMPS. Confidential Information shall include, but is not limited to, information regarding the organization, operations, programs, activities, policies, procedures, practices, financial condition, trade secrets, membership lists, and standards of SMPS, its members, or third parties. Confidential Information also shall include, but is not limited to, unpublished or pre-release versions of SMPS standards, white papers, and other documents and information, or internal use only or limited circulation documents and information.

Unless required by law or judicial action, the Receiving Party covenants and agrees not to disclose or permit to be disclosed any Confidential Information, and that the Receiving Party will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of SMPS. The Receiving Party agrees that any disclosure of Confidential Information in violation of this Agreement shall cause immediate and substantial damage to SMPS and to any parties that provided the Confidential Information to SMPS. The Receiving Party agrees to use reasonable efforts to maintain the confidentiality of the Confidential Information and agrees not to use any Confidential Information for its own benefit or that of a third party unless authorized in advance in writing by SMPS. Confidential Information shall not include information that enters the public domain through no fault of the Receiving Party or which the Receiving Party rightfully obtains from a third party without comparable restrictions on disclosure or use. If Receiving Party is ordered to disclose such information pursuant to subpoena, court order, or other process or requirement of law, Receiving Party shall give prompt notice to SMPS so that SMPS may pursue legal remedies to prevent the disclosure of such information.

CONFIDENTIALITY AGREEMENT

I have read and agree with the above policy concerning confidentiality and acknowledge that any violation of this policy will be deemed as an action outside and beyond the scope of my service to and/or representation of the Society for Marketing Professional Services.

Printed Name

Position

Signature

Date