



Islamic Center of Frisco (ICF)

Non-Disclosure And Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is made and entered into the ____ day of _____, ____ Effective Date") by and between:

Frisco Masjid, Inc., a nonprofit corporation incorporated in the state of Texas, dba Islamic Center of Frisco, 11137 Frisco Street, Frisco, Texas, 75033, hereinafter referred to as the "ICF" or the "Disclosing Party"; and

Mr./Mrs./MS _____, employee of or associated with ICF as a Shura or Board Member/Office Bearer/Committee Member/Contractor/Consultant/Volunteer/Student, and a legal resident of United States of America, hereinafter referred to as the "Receiving Party"; collectively hereinafter referred to as the "Parties".

WHEREAS, during the course of performing work and providing services for furthering and implementing the purposes, objectives and goals of ICF the Receiving Party will receive or share or have access to certain written, verbal or otherwise proprietary and confidential information belonging to ICF or the Disclosing Party, such information hereinafter referred to as the "Confidential Information";

WHEREAS, it is incumbent upon the Receiving Party to protect the integrity, continuity and viability of ICF and to strictly maintain the confidentiality of ICF's Confidential Information;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Disclosing Party and the Receiving Party agree as follows:

1. CONFIDENTIALITY & NON-DISCLOSURE. The Receiving Party shall not in any manner or form, at any time disclose, divulge, or release, either directly or indirectly, any aforementioned Confidential Information for his/her personal use or for the benefit of any third party and shall at all times endeavor to protect all such Confidential Information as defined below.

2. CONFIDENTIAL INFORMATION. Shall mean and include all written and oral or other information, data and materials disclosed or provided by ICF to the Receiving Party under this Agreement regardless of whether such information was provided by before or after the date of this Agreement or how it was provided by ICF including but not limited to the following:

i) **CUSTOMER INFORMATION-** which include ICF members, donors, visitors, contributors, sponsors and attendance lists and their personal data of all types; computer database records, reports, files, and software; internal emails, memos, and other such memorandums; human resource data and information about employees including salary and personal identification data;

ii) **INTELLECTUAL PROPERTY-** which include information relating to the Disclosing Party's or its consultants/contractors third party proprietary rights, patents or copyrights, trade secrets, etc. prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, technical concepts



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iii) BUSINESS OPERATIONS- which include internal operating information, processes, manuals, procedures and methods of ICF; vendor names and information; purchasing and internal cost information; external business contacts including those stored on social media accounts or other databases operated by ICF.

iv) FINANCIAL INFORMATION- which include all ICF's financial information, including financial statements, tax returns, tax filings, donor lists, annual reports, balance sheets, ICF's asset information, liability information, revenues; expense, profit and loss reporting; cash flow reporting; accounts receivables and payables; payroll information.

v) THIRD PARTY INFORMATION- which include any information that has been disclosed by a third party to ICF and is protected by a non-disclosure agreement or similar restriction entered into between the third party and ICF.

3. OWNERSHIP & TITLE. The Receiving Party acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of ICF and the Receiving Party will have no interest in know-how, copyright, trademarks or trade names in the Confidential Information.

4. RETURN OF CONFIDENTIAL INFORMATION. The Receiving Party agrees that, upon request of the Disclosing Party upon termination of employment or association with ICF or at any other time, shall return or turn over to the Disclosing Party all documents, disks, computer data or any material in his/her possession or control

5. TERM. This Agreement shall expire upon the termination of employment or association of the Receiving Party with the Disclosing Party. However, the said non-disclosure and Confidentiality obligations of the Receiving Party shall continue to be in full force and effect until the expiry of two (2) years period after such termination.

6. RELIEF. The Receiving Party acknowledges that in view of the unique and specific nature of the Confidential Information and the protections and provisions established and contained in this Agreement, ICF shall be entitled to injunctive relief in addition to any remedies at law or equity, to enforce various provisions and obligations under this Agreement.

7. ENTIRETY. This Agreement shall be construed by the Parties as a separate and an independent document and entire agreement and there are no other assurances or conditions either oral or written.

8. SEVERABILITY. In the event any provision of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions of the Agreement.

9. NOTICES. All notices required under this Agreement shall be deemed delivered or completed when hand-delivered, or delivered by agent or by certified mail to the Parties at their addresses contained in this Agreement or as the Parties may later designate in writing.

10. AMENDMENT. This Agreement or any of its provisions may be extended or modified any time in writing by the mutual consent of the Parties.



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11. GOVERNING LAW & JURISDICTION. This Agreement shall be governed or controlled by the laws of the State of Texas. Any disputes hereunder shall be entertained exclusively in the courts of Dallas County, Texas.

IN WITNESS WHEREOF, the Parties have caused and entered this Agreement on _____ day of _____, _____.

DISCLOSING PARTY/ ICF

RECEIVING PARTY

Name

Name

Signature

Signature

Title

Phone

Email

Address