

Pennsylvania Demands Election Integrity

EXPOSE THE FRAUD



CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS IS A CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (HEREAFTER THE “AGREEMENT”), WHEREBY YOU ARE AGREEING TO KEEP CERTAIN MATTERS AND INFORMATION SECRET AND THAT YOU WILL NOT DISCLOSE SUCH INFORMATION OR MATTERS TO ANYONE IN VIOLATION HEREOF.

You, _____, (“You” or “Volunteer”), have requested that Audit The Vote PA (“ATVPA”), a Pennsylvania not for profit limited liability company and registered political action committee, engage you as a volunteer who desires to perform services for ATVPA in such capacity. ATVPA and Volunteer are sometimes referred to herein as the Parties.

You understand that ATVPA is a public advocacy organization whose purpose it to ensure that the voting systems employed in the Commonwealth of Pennsylvania are designed to provide equal accessibility to all eligible voters and fair, accurate and timely vote counts in all elections.

1. Consideration. You are making the promises and agreements set forth below to induce ATVPA to accept your offer of engagement as a volunteer and to permit You, in that capacity, to perform certain services for and to hold certain roles with ATVPA (the “Services”). You understand and agree that although this position does not provide You with monetary compensation for the Services, there is other good and valuable consideration which you will receive, including professional and political experience and the opportunity to participate in meetings and events that you would otherwise not be able to participate in. The promises and agreements You are making herein are part of what ATVPA are receiving in exchange for agreeing to engage You as a volunteer, and to permit You to perform all or a portion of the subject services, and the Company is relying on your fulfillment of these promises and. agreements.

2. Confidential Information. “ATVPA Confidential Information” means all information, (whether or not embodied in any media, including written, recorded, electronic, analog, and/ or by any other means and howsoever stored) of a private, proprietary or confidential nature, or that ATVPA requires to remain private or confidential (such as marking a document or other presentation as “Private” or “Confidential” or other similar statement), including, but not limited to, any information with respect to the personal life, political affairs, and/or business affairs of any founder, officer, board member or manager of ATVPA (the “ATVPA Parties”). ATVPA Confidential Information includes, without limitation, (meaning that these definitions are intended by the Parties to be interpreted as broadly and all-inclusive as possible), the following:

- a. Information in any way related to voter registration data in any form obtained from or through ATVPA.
- b. Information developed or obtained by ATVPA through the investment of time, effort, and expense. This includes all lists, voter information, voting information and the analysis, interpretation and commentary by ATVPA or any person or entity for or on behalf of ATVPA.
- c. Any financial information, inclusive of fundraising, expenses, contracts, alliances, affiliations, relationships, affiliated entities, bids, letters of intent, term sheets, decisions, strategies, techniques,

methods, projections, forecasts, donors, contributors, contacts, donor/contributor lists, contact lists, schedules, appointments, meetings, conversations, notes, and other communications of, by or relating to ATVPA.

d. ATVPA meetings (in-person or by other means such as electronic transmission), discussions, writings, electronic communications, or any other type of disclosure that includes ATVPA trade secrets; election integrity studies; voter information data processing, data analysis and data verification methods and reports; research; production of educational and training materials; and promotional tactics and strategies.

e. The identities of and any work product or information by persons retained by or working or volunteering for ATVPA.

f. Any planning, plans or plan implementation (collectively "Plans") by, of, or for ATVPA related to the activities of ATVPA including, without limitation, such Plans related to vote/voter/voting audits, any media or political activities related thereto and/or any legal Plan(s) or lawsuit(s) in furtherance thereof.

Notwithstanding the foregoing, ATVPA Confidential Information **does not** include information that is otherwise publicly available (as in not made public illegally or in violation of this Agreement) or has been released to the public in a manner that does not otherwise violate this Agreement.

3. Non-Disclosure of ATVPA Confidential Information; Return of ATVPA Confidential Information. Volunteer acknowledges that the ATVPA Confidential Information to be disclosed by ATVPA to Volunteer has been developed or obtained by ATVPA through the investment of significant time, effort, and expense, and that the information is a valuable, special, and unique asset of ATVPA that must be protected from unauthorized disclosure. Volunteer also acknowledges that any other volunteer(s), the Volunteer brings into this endeavor, must be approved by ATVPA and also acknowledge, agree to, and sign this agreement before any ATVPA Confidential Information is shared with them. During the term, of your service and at all times thereafter you hereby promise and agree:

a. Not to intentionally or in a grossly negligent manner disclose, disseminate or publish, or cause to be disclosed, disseminated or published, any ATVPA Confidential Information.

b. Not to intentionally or in a grossly negligent manner assist others in obtaining, disclosing, disseminating, or publishing ATVPA Confidential Information.

c. Not to intentionally or in a grossly negligent manner use any ATVPA Confidential Information in any way detrimental to the ATVPA or any ATVPA Parties.

d. Not to save, store or memorialize any ATVPA Confidential Information (including, without limitation, incorporating it into any storage device, server, Internet site or retrieval system, whether electronic, cloud based, mechanical or otherwise) except as may be expressly required in connection with the performance of services to ATVPA.

e. To (i) provide the ATVPA with written notice of any legal obligation (such as a subpoena or court order) to disclose any ATVPA Confidential Information as soon as You become aware of such obligation, (ii) not make any disclosure notwithstanding such obligation until the ATVPA (or the appropriate ATVPA Party) had a reasonable opportunity to seek an appropriate protective order or similar relief (iii) fully cooperate and join with the ATVPA (and. the appropriate ATVPA Parties) in any request for a protective order or similar relief, (iv) exercise all. reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such ATVPA Confidential Information in the event no such protective order or similar relief is obtained, whether because it has been denied or because the ATVPA (or the appropriate ATVPA Parties) has elected not to seek it, and (iv) under no circumstances, not furnish any greater portion of the ATVPA Confidential Information than you are advised by counsel is absolutely legally required to be disclosed by you or furnish any ATVPA

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Confidential information to any individual, company or governmental entity other than the one to whom or to which you are absolutely legally required to disclose it; and

f. Return of ATVPA Confidential Information. Promptly upon the request, whenever made, of the ATVPA, (i) to return to the ATVPA all ATVPA Confidential Information furnished to you, together with all copies, abstracts, notes, reports, or other materials furnished to, or otherwise obtained by, you or prepared by you or on your behalf, without retaining copies, extracts or other reproductions, whether physical, electronic, cloud based or otherwise, in whole or in part, (ii) to destroy all documents, memoranda, notes or other writings prepared by you or anyone on your behalf that are based upon the ATVPA Confidential Information, and (iii) to acknowledge such destruction in writing to ATVPA.

g. Term of Non-Disclosure. This non-disclosure of ATVPA Confidential Information provision shall remain in full force and effect until and unless otherwise agreed to in writing by ATVPA, regardless of whether this Agreement is terminated, or such lesser time as may be required by law for this Agreement to be enforceable for the longest time allowable by law (the “Non-Disclosure Term”). The Parties each acknowledge to the other that this provision is an essential part of Volunteer’s consideration to ATVPA hereunder.

The foregoing provisions of this Section 3 each apply to ATVPA Confidential Information and disclosure, dissemination, publication, use and effort to help others obtain, saving, storing and memorializing ATVPA Confidential Information, as applicable, (i) by any means of expression, including but not limited to verbal, written, or visual, (ii) whether or not preserved in any medium now known or hereafter discovered or invented, including but not limited to audio recording of any type, written text, drawing, photograph, film, video, or electronic device, (iii) in any manner or form, including but not limited to any book, article, memoir, diary, letter, essay, speech, interview, panel or roundtable discussion, image, drawing, cartoon, radio broadcast, television broadcast, video, movie, theatrical production, Internet website, e-mail, Twitter tweet, Facebook page, or otherwise, even **if** fictionalized, (iv) in any language, or (v) in any country or other jurisdiction (collectively, the “Restricted Means and Contexts”). Inadvertent disclosures that are not made in an intentional or grossly negligent manner and for which You report to ATVPA and take all required remedial actions thereafter with the approval of ATVPA will not be considered violations of this Agreement

4. No Disparagement. During the term of your service and at all times thereafter You hereby promise and agree not to demean or disparage publicly ATVPA, or any ATVPA Parties, or any asset any of the foregoing own, or product or service any of the foregoing offer, in each case by or in any of the Restricted Means and Contexts.

5. Non-Circumvention. Volunteer agrees that he/she shall not use any advantage derivable from any ATVPA Confidential Information for Volunteer’s own purposes, business or affairs, or disclose any ATVPA Confidential Information except upon the basis of an ATVPA “need to know”. Additionally, Volunteer agrees that he/she shall not use any of the written, computational, creative, or other physical or intellectual works, of whatever nature, produced by Volunteer (“Volunteer ATVPA Work”), past, present or future, at the request of ATVPA or using ATVPA Confidential Information or materials, expertise or assets belong solely to ATVPA (all such Volunteer ATVPA Work shall be and is hereby deemed to be the property or ATVPA and is deemed ATVPA Confidential Information), unless otherwise expressly agreed to in writing by ATVPA.

6. Relationship of the Parties. Neither party has an obligation under this Agreement to purchase any service or item from the other party. The parties agree that this Agreement does not create an employment, agency, partnership, or joint venture relationship. Volunteer understands he/she will volunteer at his/her own risk. Volunteer hereby promises and agrees that they will, at all times hereafter, never to assert any rights to any intellectual property identifying and/or belonging to ATVPA, including any work product, logos, slogans, taglines and/or any of the ATVPA Confidential Information.

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7. Remedies for Breach of this Agreement; Third-Party Beneficiaries.

a. Consent to Injunction. A breach of any of your promises or agreements under this agreement will cause ATVPA and/or the ATVPA Parties irreparable harm. Accordingly, to the extent permitted by law, and without waiving any other rights or remedies against You at law or in equity, You hereby consent to the entry of any order, without prior notice to you, temporarily or permanently enjoining you from violating any of the terms, covenants, agreements or provisions of this Agreement on your part to be performed, or observed. Such consent is intended to apply to an injunction of any breach or threatened breach.

b. Agreement to Indemnify. You hereby agree to indemnify, defend, (with counsel acceptable to ATVPA and/or the ATVPA Parties you are defending) and hold harmless ATVPA and each such ATVPA Parties from and against any claim, demand, suit, proceeding, damages, cost, loss or expense of any kind or nature, including but not limited to reasonable attorneys' fees and disbursements, incurred by ATVPA or any ATVPA Parties as a consequence of your breach of any of your promises or agreements in this agreement.

c. Damages and Other Remedies. Notwithstanding anything to the contrary, ATVPA and the ATVPA Parties will, be entitled to all remedies available at law and equity, including but not limited to monetary damages, in the event of your breach, of this Agreement. Nothing contained in this Agreement will constitute a waiver of any remedies at law or in equity by ATVPA or the ATVPA Parties, all of which are expressly reserved. However, the cumulative monetary damages available to ATVPA under this Agreement pursuant to Sections 7(b) & (c), shall not exceed ATVPA's actual costs charged to it and out of pocket losses actually incurred or owed as a result of Volunteer's violation of this Agreement.

d. Third-Party Beneficiaries. All agents, representatives, professional advisors, attorneys, experts and others engaged or employed by ATVPA is an intended third-party beneficiary of this agreement (the "Third-Party Beneficiaries"). Without limiting the preceding sentence, Third-Party Beneficiaries, in addition to ATVPA, will be entitled to the benefit of this agreement and to enforce this agreement. You, as a volunteer of ATVPA, are a Third-Party Beneficiary hereunder so long as You are not in default or breach of this Agreement.

8. Resolution of Disputes; Governing Law; Jurisdiction and Venue. This Agreement is deemed to have been made in and shall be interpreted, construed, and governed, both as to validity and the performance of the Parties, in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. This Agreement establishes the entire agreement between ATVPA and Volunteer and any amendment shall be in writing and signed by each party. The following provisions apply to the enforcement of this Agreement:

a. Jurisdiction and Venue. You hereby voluntarily and knowingly consent to exclusive personal jurisdiction and venue over You in the Commonwealth of Pennsylvania, with respect to any action, lawsuit, arbitration or other proceeding brought with respect to this Agreement by any party. If a lawsuit or other court proceeding is required, the venue of such lawsuit or proceeding shall be in the Pennsylvania county where either ATVPA is located, or the Volunteer is located, or where the event giving rise to the proceeding occurred, at the sole discretion of ATVPA.

b. Injunctive Relief. You acknowledge that any breach or violation of this Agreement, particularly Sections 3, 4 & 5, by You will cause immediate an irreparable harm to ATVPA and/or the ATVPA Parties, for which monetary damages alone will not be a sufficient remedy against you. Therefore, You expressly agree and hereby consent to the entry of any order, with or without prior notice to you, temporarily or permanently enjoining you from violating any of the terms, covenants, agreements or provisions of this agreement on your part to be performed, or observed. Such consent is intended to apply to an injunction of any breach or threatened breach. You further acknowledge and agree that the application of this provision will not operate as a waiver of any other legal rights or remedies against you, at law or in equity, by ATVPA and the ATVPA Parties.

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c. Arbitration. Without limiting ATVPA's or any ATVPA Parties' right to commence a lawsuit in a court of competent jurisdiction, in the Commonwealth of Pennsylvania to obtain injunctive relief, any dispute arising under or relating to this Agreement shall be submitted to binding arbitration in the Commonwealth of Pennsylvania pursuant to the rules for commercial arbitrations of the American Arbitration Association, and You hereby agree to and will not contest such submissions. Judgment upon, the award rendered by an arbitrator may be entered in any court having jurisdiction or where Volunteer may be found, whether in Pennsylvania or any other jurisdiction.

d. Prevailing Party Fees & Costs. Any court judgment or arbitration award shall include an award of reasonable legal fees and costs to the prevailing party.

e. No Waiver. Neither the failure or delay to exercise one or more rights under this agreement nor the partial exercise of any such right, will be deemed a renunciation or waiver of such rights or any part thereof or affect, in any way, this agreement or any part hereof or the right to exercise or further exercise any right under this agreement or at law or in equity.

9. Interpretation. This agreement has been drafted at the request of ATVPA only as a convenience and may not, by reason of such action, be construed against the ATVPA. Each of the parties (i) has had the opportunity to be and/or has elected not to be, represented, by counsel, (ii) has reviewed each of the provisions in this agreement carefully, and (iii) has negotiated, or has had full opportunity to negotiate the terms of this agreement, specifically including, but not limited to, Paragraphs 7 & 8 hereof. You waive any claims that may be available at law or in equity to the effect that you did not have the opportunity to so consult with counsel or negotiate this Agreement.

10. Modifications. No change or waiver of the terms, covenants and provisions of this agreement will be valid unless made in writing and signed by the Parties.

11. Relationship. Nothing herein contained is intended to, nor shall it be construed as, reflecting any employer-employee or independent contractor relationship between You and ATVPA or any other individual or entity.

12. Notices. All notices required hereby or related hereto shall be delivered by electronic mail (email) to the party entitled thereto at the email address shown below or any other email address identified with such party. The Parties shall immediately notify each other of any change to their email addresses. Notices may, but are not required to, also be delivered by mail, or recognized courier service, in any case providing notification of delivery. Delivery of any notice pursuant to this Agreement is deemed completed when sent by email or when delivered or, if rejected, when delivery is attempted, if by mail or courier as shown on the delivery notification. If sent by both email and mail/courier, the notice is deemed completed on the earliest of the delivery dates/times.

13. Counterparts. This agreement may be executed in any number of counterparts, all of which, taken together will constitute one and the same instrument. Delivery of an executed signature page of this agreement by facsimile transmission or pdf, jpeg, TIFF, or other electronic format or electronic mail attachment will be effective as delivery of an original executed counterparty hereof.

14. Survival. This Agreement and the obligations of the Parties hereunder shall survive the expiration, cancellation, or termination hereof or any other agreement You may have with ATVPA, or such shorter period as may be required by law, with it being the Parties' express intent that the longest enforceable survival period be applied to this Agreement.

[Signatures on following page]

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WHEREFORE, intending to be legally bound hereby, the Parties hereby affix their hands and seals on the date shown by their signatures.

<p>Audit The Vote PA:</p> <p>By: _____</p> <p>Name: _____</p> <p>Email: _____</p>	<p>Volunteer:</p> <p>_____</p> <p>Name: _____</p> <p>Email: _____</p> <p>Cell #: _____</p> <p>Address: _____</p> <p>_____</p>
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