

UNAA Non-DISCLOSURE AGREEMENT

- A. Intending to be legally bound, I, _____ hereby accept the obligations contained in this Agreement in consideration of being granted conditional access to UNAA confidential or non-public information. Pursuant to Art. 3.11, proprietary; “confidential or non-public information” is defined as UNAA information that is not available to the public and that is commercially valuable, trade secret, market sensitive, proprietary, subject to privilege, protected by the Privacy Act (5 U.S.C. § 552a), or otherwise deemed confidential or non -public by UNAA BoT.
- B. “UNAA information” includes information that is generated by or in the possession of UNAA, as well as information that is collected on behalf of the UNAA or that is otherwise accessible by virtue of performing a UNAA contract.
- C. The Securities and Exchange Commission (SEC) defines confidential or non-public information as information in any form, including documents, electronic mail, computer files, conversations, and audio or video recordings. For purposes of this Agreement, examples of UNAA confidential or non-public information include corporate financial data provided to UNAA that has not been made public
- D. I acknowledge that any conditional access to UNAA proprietary; confidential or non-public information is granted to me for the sole purpose of performing obligations under my duties in my Leadership role or contract.
- E. I acknowledge that the UNAA bylaws concerning the conduct of former members in leadership positions expressly prohibits the improper use and unauthorized disclosure of proprietary; confidential, or non-public information or documents.
- F. I agree not to engage, directly or indirectly, in any personal business transaction or private arrangement for personal profit while executing my duties as a UNAA leader.
- G. I agree not to disclose to any unauthorized person or release in advance of authorization for its release, any confidential or non-public document or information.
- H. I acknowledge that disclosure of proprietary; confidential or non-public information in violation of this Agreement could subject me to disciplinary action, civil, or criminal action, as appropriate, under the laws and regulations applicable to the information involved.
- I. I hereby assign to UNAA all royalties, remunerations, and emoluments that have resulted, will result, or may result from any personal business transaction in violation of the terms of this Agreement or any disclosure, publication, or revelation of proprietary; confidential or non-public information in violation of the terms of this Agreement.

Name: _____

Signature: _____ Date: _____