



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____Month_____ Day, 2021, between United Professional Horsemen's Association, of 4059 Iron Works Parkway, #2, Lexington, Kentucky 40511, and its Board Members, Officers, Finance Committee Members and Employees.

In this Agreement, the party who owns the Confidential Information will be referred to as "UPHA", and the party to whom the Confidential Information will be disclosed will be referred to as "Recipient".

UPHA is comprised of a Membership Organization, Foundation and Trust engaged in the charitable promotion, education and advancement of equestrian activities. Recipient is engaged as a Board Member, Officer, Finance Committee Member or Employee. Information will be disclosed to Recipient during their service to the UPHA. UPHA has requested that Recipient will protect the confidential material and information which may be disclosed between UPHA and Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to UPHA, whether or not owned or developed by UPHA, which is not generally known other than by UPHA, and which Recipient may obtain through any direct or indirect contact with UPHA.

A. Confidential Information includes without limitation:

- business records and plans
- financial statements
- banking and investments
- trade secrets
- technical information
- program costs
- computer programs and listings
- donor lists and records
- personal communications
- personnel records
- social security numbers
- Other proprietary information

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by UPHA
 - information rightfully received by Recipient from a third party without a duty of confidentiality
 - information independently developed by Recipient
 - information disclosed by operation of law
 - information disclosed by Recipient with the prior written consent of UPHA
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by UPHA by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of UPHA which needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of UPHA. In addition, Recipient agrees that:

i. No Copying/Modifying. Recipient will not copy or modify any Confidential Information without the prior written consent of UPHA.

ii. Application to Employees. Further, Recipient shall not disclose any Confidential Information to any employees of Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of UPHA.

iii. Unauthorized Disclosure of Information. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, UPHA shall be entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. UPHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of UPHA, Recipient shall return to UPHA all written materials containing the Confidential Information. Recipient shall also deliver to UPHA written statements signed by Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. UPHA MAKES NO WARRANTIES, EXPRESS OR IMPLIED,

WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UPHA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. UPHA does not represent or warrant that any product or business plans disclosed to Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of Recipient.

VI. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between UPHA and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of UPHA, even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Kentucky. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
UPHA Membership Organization, Inc.
United Professional Horsemen's Association Foundation, Inc.
The Dewey Henderson United Professional Horsemen's Membership Organization Benevolent Fund Trust
D/b/a United Professional Horsemen's Association and/or UPHA

Agreed by: _____ : _____ : _____

Print Name

Signature

Date



Recipient:
UPHA Board Members, Officers, Finance Committee Members and Employees

By:

