

## CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

This Confidentiality & Non-Circumvention Agreement (the "Agreement"), dated as of April 27, 2016 ("Effective Date"), is entered into by and between LivableStreets Alliance, a Massachusetts non-profit corporation on behalf of itself ("LivableStreets"), and LivableStreets Advocacy Committee Member ("Affiliate") (each, a "Party", and collectively, the "Parties").

The Parties wish to work together and hold discussions, and share information both verbal and written in support of the objectives of LivableStreets ("Authorized Work"). As part of these discussions and share of information, LivableStreets will provide to Affiliate certain information that is either non-public, confidential or proprietary in nature.

For good and valuable consideration, including LivableStreet's provision of such information to Affiliate, the Parties agree as follows:

1. This Agreement shall cover any information identified by written means (labeled as such) or by verbal reference as confidential (the "Information") provided by either Party to the other Party, including, without limitation, information regarding:
  - a. Contacts and detailed contact information
  - b. Outreach database
  - c. Member database and donation amounts
  - d. Passwords to internal management programs and website
  - e. Internal communications (via email, phone, in person)
2. Each of the Parties may disclose the Information to its affiliates and their respective employees, agents, officers, directors and advisors (including, without limitation, attorneys, lenders, accountants, and consultants) ("Representatives") provided such Representatives (i) need to know the Information for the sole purpose relating to the Authorized Work and (ii) agree to preserve the confidentiality of the Information in accordance with the terms and provisions of this Agreement. Each Party agrees to take all reasonable actions to protect the Information received from the other Party from unauthorized disclosure.
3. Unless otherwise agreed to herein, neither Party shall, unless authorized by the other Party to do so, (i) copy, reproduce, distribute or disclose to any person, firm, entity, or corporation (other than its Representatives) any of the Information; (ii) permit any third party (other than its Representatives) to have access to such Information; or (iii) use such Information for any purpose not related to the Authorized Work.
4. In the event that either Party, who has received Information from the other Party, is requested in any legal or regulatory proceeding to disclose any Information, the receiving Party ("Receiving Party") will give the providing Party ("Providing Party") prompt notice of such request so that the Providing Party may seek an appropriate protective order or other remedy, including any appeals, at the expense of the Providing Party. In

the event a protective order or similar remedy is not obtained, the Receiving Party agrees to (i) furnish only such portion of the Information as the Receiving Party is legally obligated to disclose; (ii) upon the request and at the expense of the Providing Party, use reasonable efforts to obtain assurances from the person(s) to whom the Information will be disclosed that it will treat such Information as confidential; and (iii) provide written notice to Providing Party as soon as reasonably possible prior to the disclosure.

5. This Agreement shall not restrict the release of any Information that the Receiving Party can demonstrate:
  - a. has come within the public domain through no fault or action by the Receiving Party; or
  - b. was lawfully available to the Receiving Party on a non-confidential basis prior to the disclosure hereunder to the Receiving Party from a source other than one known by the Receiving Party to be bound by a confidentiality agreement to the Providing Party; or
  - c. was developed independently by the Receiving Party without reliance on the Information.
6. The Parties hereto agree that money damages would not be a sufficient remedy for any breach of this Agreement and that a disclosing party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of litigation or arbitration relating to this Agreement, if a court or arbitration panel of competent jurisdiction determines that a receiving party has breached this Agreement, such party shall be liable to the disclosing party for the amount of the reasonable legal fees and costs incurred in connection with such litigation, including any appeal therefrom.
7. The Parties agree that if any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
8. Any amendment to this Agreement must be in writing and signed by both Parties.
9. The laws of the Commonwealth of Massachusetts shall govern this Agreement.
10. This Agreement shall be binding on all successors and assigns of each of the Parties. Nothing in this Agreement shall be deemed to create rights in or benefits for any third parties. No assignment of this Agreement shall be made without the prior written approval of the other Party.
11. All notices with regard to this Agreement should be forwarded, if intended for LivableStreets, to:

Jacqueline DeWolfe  
Executive Director  
LivableStreets Alliance  
70 Pacific Street  
Cambridge, MA 02139  
Telephone: 617.621.1746  
Email: [jackie@livablestreets.info](mailto:jackie@livablestreets.info)

12. This Agreement shall not expire in any years from the Effective Date.
13. This Agreement contains the entire agreement of the parties hereto with respect to its subject matter.
14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together constitute the same instrument.

By signing below, each of the Parties agrees to the foregoing as of the date first noted above.

**LivableStreets Alliance**

By: \_\_\_\_\_

Name: Jacqueline DeWolfe  
Title: Executive Director

Date: \_\_\_\_\_

**Affiliate**

By: I HAVE READ THIS RELEASE

Name:  
Title:

Date: 4/27/16