



Volunteer Confidentiality Agreement

I acknowledge that as a volunteer for the Chinese American Service League, Inc. (“CASL”), certain Confidential Information (as defined below) may be disclosed to me. For purposes of this agreement, Confidential Information means sensitive, non-public information regarding CASL’s operations, including, but not limited to: (a) client information, such as CASL’s client list and other non-public information regarding its clients, such as contact information, contract terms, and client files; (b) financial information, such as budgets, forecasts, cost information, financial statements, and bank and credit card information; (c) strategic information, such as business plans, organizational strategies, marketing and other strategic plans, and licensing arrangements; (d) personnel information, such as policy manuals, personnel files, compensation information, (e) donor information, including history of donations, contact information, and files, and (f) information that has been provided to CASL by a third party under a condition of confidentiality. Confidential Information shall not include any information that was in my possession before the start of my work with CASL (as a volunteer or otherwise) or that is, or becomes, in the public domain through no wrongful act.

I will hold all Confidential Information in the strictest confidence and will not, directly or indirectly, in whole or in part, use, disclose, copy or remove any Confidential Information except as such use, disclosure, copying or removal may be required in connection with my work for CASL, or unless my supervising CASL employee expressly authorizes such use, disclosure, copying or removal in writing.

When my work with CASL ends, I will immediately provide to my supervising CASL employee (without making or retaining any copies (electronic or otherwise)) all Confidential Information that I may have in my possession in any form or medium. I will not delete, destroy, or modify any such Confidential Information without the express written direction of CASL.

Any and all work product, inventions, methods, processes, software, apparatuses, compositions of matter, procedures, improvements, property, data, documentation, information or materials that are prepared, conceived, discovered, reduced to practice, developed or created by me, either jointly or severally, during, in connection with, for the purpose of, related to, or as a result of any work performed by me for CASL, the business of CASL, or CASL’s actual or demonstrably anticipated research or development (the “Work Product”) shall be owned exclusively and perpetually by CASL. I will promptly disclose to CASL, or any persons designated by it, all improvements, Work Product, creations, processes, know-how, data and ideas (collectively, “Work Product”) made, conceived, reduced to practice, developed, originated or learned by me, either alone or jointly with others during the period of my work with CASL, provided any such Work Product is directly or indirectly conceived as a result of, or are suggested by or attributable to, work done by me during my work with CASL. While all Work Product is work made for hire and thereby owned by CASL, for the avoidance of doubt I hereby unconditionally and

irrevocably transfer and assign to CASL all right, title and interest (including all patent, copyright, trade secret and any other intellectual property rights) I currently have (or in the future may have) by operation of law or otherwise in or to any Work Product. I acknowledge that all Work Product that may be copyrighted shall be deemed, to the extent permitted by law, "works made for hire" as defined in the U.S. Copyright Act, 17 U.S.C.A. §101 et seq. To the extent any Work Product is not a "work made for hire" under the Copyright Act, I agree to waive my "moral rights" in the Work Product, and further agree to assign and do hereby assign to CASL all of my right, title and interest (including copyright) in the Work Product. Nothing herein shall be construed to grant CASL any interest in materials that I prepared, conceived, discovered, reduced to practice, developed and created entirely on my own time and for which no equipment, supplies, facilities, resources, or trade secret information of CASL was used, unless those materials relate to CASL's business or result from any work performed by me for CASL.

I understand and agree that, without limiting other potential remedies, in the event of any violation of this Agreement, CASL is entitled to an injunction prohibiting violations and threatened violations of this agreement, without the need to post a bond.

I hereby acknowledge that I have read and understand the above information and that my signature below signifies my agreement to comply with the terms described herein.

Print Name of Volunteer

Signature

Date

Print Name of CASL Employee

Signature

Date