

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (VOLUNTEER POSITIONS)

For consideration, including but not limited to my status as a volunteer on the Board of Directors or Supervisory Committee of Lccamas Community Credit Union (“LCCU”), which term includes LCCU’s successors, assigns, subsidiaries, and affiliates, I _____, hereby agree as follows:

1. Acknowledgement.

I know that my volunteer duties with LCCU carries great responsibility for handling the confidential financial and related information and transactions of LCCU’s valued members. I know that I will have access to confidential records and will hear confidential conversations. I understand that in fulfilling the role of a volunteer for LCCU, I am in a position of trust, and I take this responsibility seriously. I know that LCCU has a responsibility to protect this confidence of its members.

2. Nondisclosure.

I acknowledge that during the duration of my volunteer status with LCCU, I will receive and have access to proprietary and confidential information belonging to LCCU or to third parties that LCCU has agreed to keep proprietary and confidential (collectively, the “Confidential Information”). This Confidential Information, includes, but is not limited to, lists of or information regarding LCCU’s members, prospective members, contracts, suppliers, vendors, marketing, pricing, or other data relating to LCCU that I may acquire in the performance of my duties under this Agreement. I will not disclose such Confidential Information to any unauthorized person or entity or make use of the Confidential Information except within the scope of my position as a volunteer board or supervisory committee member, either during or after position as a volunteer, for any reason. I further agree to deliver promptly to LCCU, upon ceasing my volunteer position or at any other time requested by LCCU, any and all documents or electronic media containing Confidential Information that I may possess or that I may have under my control. I acknowledge that I have no right or interest in the Confidential Information, even though I may have developed or prepared it in connection with my relationship with LCCU.

3. Unfair Competition.

I further acknowledge and agree that the sale or unauthorized use or disclosure of any Confidential Information or any other information acquired by me as a result of my volunteer status with LCCU will constitute unfair competition within the meaning of this Agreement and under Washington law. While serving as a volunteer with LCCU or at any time following my service as a volunteer, I agree: (a) not to engage in any unfair competition, directly or indirectly, with LCCU; (b) the Confidential Information, whether or not embodied in a written document, is valuable property of LCCU; (c) not to disclose to any other person or entity or make use of for any purpose any of the Confidential Information, except within the course and scope of my volunteer position with LCCU; and (d) if I am uncertain about my obligations hereunder, I will request assistance from LCCU prior to taking any action that may constitute a breach of this Agreement.

4. No Solicitation of Members.

During the term of this Agreement and following the termination of my volunteer status for one (1) year, I will not call on, solicit, or contact any person or entity who is a member,

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customer or otherwise has a business relationship with LCCU for the purpose of taking away or reducing the business of LCCU. I acknowledge that LCCU derives an economic benefit from these relationships and that interference with these relationships and encouraging these persons or entities to conduct business with competitors will constitute a breach of this Agreement.

5. Solicitation of Employees.

During the term of this Agreement and following termination of my volunteer status for one (1) year, I will not induce, encourage, advise, or solicit any person who is employed by or is engaged as an agent or independent contractor by LCCU to leave his or her employment or otherwise terminate his or her contract or business relationship with LCCU.

6. No Prior Agreements.

I represent that my holding a volunteer position with LCCU will not breach any agreement with any third parties to which I am bound, including without limitation any agreement limiting the use or disclosure of proprietary information that I may have acquired prior to my volunteer status with LCCU. I agree to indemnify and hold harmless LCCU from any and all claims and liabilities, including costs and attorneys' fees, incurred by LCCU in connection with any breach or alleged breach by me of any representations set forth in this Agreement.

7. Injunctive Relief.

I agree and acknowledge that a breach of the provisions of this Agreement will result in damage or loss to LCCU that cannot be reasonably or adequately compensated in damages and will cause LCCU irreparable injury. I expressly agree that LCCU will be entitled to injunctive and other relief pursuant to equitable principles and the Washington Uniform Trade Secrets Act, RCW 19.108.010 *et. seq.*, to prevent a breach of the provisions of this Agreement set forth above. In the event that injunctive or other relief is granted to LCCU under this section, LCCU will be entitled to recover its reasonable attorney fees and costs as determined by the court. The award of any equitable relief will not be construed to be a waiver of any other rights or remedies LCCU may have for damages or otherwise. I further agree that LCCU will have the right to require me to account for and pay all compensation for profits, money, property, or other benefits that I derive as the result of any transaction or act that constitutes a breach of this Agreement.

8. Arbitration.

Except for the relief sought under Section 6 of this Agreement, I agree that any controversy, claim, or counterclaim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in Camas, Washington in accordance with the applicable rules of the Arbitration Service of Portland. The arbitrator's decision will be final and binding and judgment may be entered thereon. Each party will bear its own attorney fees and costs for arbitration; provided, however, that in the event that a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. I UNDERSTAND THAT THIS ARBITRATION AGREEMENT SUBSTANTIALLY AFFECTS THE PARTIES' LEGAL RIGHTS. By agreeing to arbitrate, the parties give up their legal right to bring a court action and have a jury trial.

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9. Choice of Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

10. Continuing Validity.

In the event that any portion of this Agreement is deemed to be unenforceable, then the remaining provisions will continue to be valid; and, if the unenforceability is due to the period of time or the geographical area covered by the restrictions, then said restrictions will nevertheless be effective for such period of time and for such area as may be determined to be reasonable by a court of competent jurisdiction.

11. Successors and Assigns.

I further agree that the foregoing obligations will be binding upon my heirs, successors, assigns, and legal representatives.

12. Affiliates.

For purposes of this Agreement, the term "affiliate" will mean, with respect to LCCU, another entity that, directly or indirectly, controls, or is controlled by, or is under common control with, LCCU.

DATED this _____ day of _____, in _____, Washington.

Lacamas Community Credit Union

Volunteer

By: _____

Title: _____

Title: _____