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CONFIDENTIAL DISCLOSURE AGREEMENT

This agreement is made on \_\_\_\_\_ ("Effective Date") by and between the WURZBACH TOWER COUNCIL OF CO-OWNERS having a place of business at 7701 Wurzbach Road, San Antonio, Texas, 78229 (hereinafter "WURZBACH TOWER") and \_\_\_\_\_ having a place of membership in the BOARD OF DIRECTORS (hereinafter "BOARD") at 7701 Wurzbach Road, San Antonio, Texas, 78229 (hereinafter "DIRECTOR").

- a. WHEREAS, WURZBACH TOWER has developed substantial proprietary and confidential information relating to its business that is focused on the ongoing business of said property and maintaining of good relations with owners and residents of said property;
- b. WHEREAS, WURZBACH TOWER and/or DIRECTOR may from time to time become involved in the exchange of confidential and proprietary information (hereinafter "CONFIDENTIAL INFORMATION") of the other Party it is necessary to delineate terms for exchange of such information.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the WURZBACH TOWER and DIRECTOR hereto agree as follows:

1. WURZBACH TOWER and/or DIRECTOR shall disclose and transmit CONFIDENTIAL INFORMATION to each other solely for the purpose of and in sufficient detail to enable, or to make, the determinations set forth in this agreement. For purposes of this Agreement, information disclosed by either WURZBACH TOWER and/or DIRECTOR shall be deemed to be "CONFIDENTIAL INFORMATION" only if such information (a) if disclosed in writing, is marked or labeled as "Confidential" or includes a similar legend sufficient to notify the receiving Party that such information is subject to the terms of this Agreement and (b) if disclosed other than in writing, is identified as "Confidential" by the disclosing Party at the time of disclosure and is confirmed in writing as confidential within thirty (30) days after such disclosure.
2. WURZBACH TOWER and DIRECTOR agree to utilize the same degree of care to maintain the CONFIDENTIAL INFORMATION of the other Party secret and confidential as such Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The CONFIDENTIAL INFORMATION of WURZBACH TOWER and/or DIRECTOR shall not be disclosed, revealed, or given to anyone by the other Party except those who:
  - (a) have a need to have the CONFIDENTIAL INFORMATION in connection with such other Party's evaluation;
  - (b) have entered into a secrecy agreement with such other Party under which they are required to maintain confidential and secure the CONFIDENTIAL INFORMATION; and
  - (c) have been advised by such other Party of the confidential nature of the CONFIDENTIAL INFORMATION and that the CONFIDENTIAL INFORMATION shall be treated accordingly.

3. It is hereby acknowledged by WURZBACH TOWER and DIRECTOR that neither WURZBACH TOWER nor DIRECTOR shall incur any liability merely for examining nor considering the CONFIDENTIAL INFORMATION; however, WURZBACH TOWER and/or DIRECTOR agree that neither will use the CONFIDENTIAL INFORMATION of the other Party for any purpose except as set forth herein.
4. Both Parties shall hold in confidence all CONFIDENTIAL INFORMATION disclosed to them by the other Party under this Agreement, except:
  - (a) information which at the time of disclosure is in the public domain;
  - (b) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by direct or indirect action of the DIRECTOR.
  - (c) information which either WURZBACH TOWER or DIRECTOR may receive from a third Party; provided, however, that such information was not obtained by said third Party, directly or indirectly, from either WURZBACH TOWER or DIRECTOR.

In claiming the benefit of any of the exceptions set forth in this Paragraph 4, a Party shall have the burden of establishing that any such portion of the CONFIDENTIAL INFORMATION is subject to such exception.
5. In the event that either Party is required by law to disclose CONFIDENTIAL INFORMATION, that Party shall notify the other Party within a reasonable time before its legal obligation to disclose.
6. Neither WURZBACH TOWER nor DIRECTOR shall export, directly or indirectly, such CONFIDENTIAL INFORMATION to any non-resident, individual, and/or owner and/or resident of 7701 Wurzbach Road, San Antonio, TX 78229 unless that non-resident, individual, and/or owner or resident is a standing member of the BOARD of the Wurzbach Tower Council of Co-owners.
7. Official grievances, grievances, memorandum, official memorandum, and/or verbal direction from the BOARD or its representative(s), written communication by or from same, shall all be deemed to be confidential in nature unless otherwise disclosed in writing.
8. Rumors, gossip and/or innuendo carried out by DIRECTOR are all deemed counterproductive and shall be termed as a breach of this agreement by DIRECTOR and grounds for immediate dismissal from the BOARD.
9. Any failure by DIRECTOR to report theft of property, vandalism, or any other criminal act taking place on or about the premises of 7701 Wurzbach Road, San Antonio, Texas 78229, (or any knowledge of same) whether that theft, vandalism, and/or criminal act involves the building proper, or an employee or Board Member of 7701 Wurzbach Tower, San Antonio, Texas 78229 or any outside party and/or contractor, or any of its owners and/or residents, shall render DIRECTOR in breach of this agreement.
10. Breach of this agreement by DIRECTOR shall result in immediate termination of BOARD OF DIRECTORS affiliation and any rights, duties and or privileges thereof with cause.

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11. The term of this Agreement shall be for the total duration of directorship of the DIRECTOR. The obligations of confidentiality, non-disclosure and non-use of both Parties under this Agreement shall continue for five (5) years from the date delineated below or until such time as all CONFIDENTIAL INFORMATION becomes subject to any of the exceptions set forth in Paragraph 4, whichever occurs sooner.
12. It is understood and agreed by both Parties, that each represents and warrants to the other Party, that the Official signing this Agreement on behalf of the Party represented has authority to do so.
13. The illegality inapplicability or invalidity of any provision of this Agreement shall not impair, otherwise affect, or invalidate the other provisions of this Agreement.
14. The construction, validity, performance and effect of this Agreement shall be governed by the laws of Texas with the exception of such conflict of law doctrines as would direct the application of another state's laws. The Parties agree to the exclusive jurisdiction of the courts of the State of Texas.

IN WITNESS WHEREOF, WURZBACH TOWER and DIRECTOR have duly executed this Agreement as of the date written below.

For: WURZBACH TOWER  
7701 Wurzbach Road  
San Antonio, TX 78229

For: DIRECTOR \_\_\_\_\_

TX DL # XX

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

Printed Name: \_\_\_\_\_