

This Non-Disclosure Agreement (this “Agreement”) is made effective as of January 7th, 2023 (the “Effective Date”, by and between Las Vegas Fur Con (otherwise known as LVFC) (the “Event”) of Southern Nevada Anthropomorphic Events (otherwise known as “SNAE”) and _____ (the “Receiving Party”) for the purpose of protecting the privacy of the Event, Event attendees, and volunteers by prohibiting the Receiving Party from disclosing Event information, that is not open to the public, or personal information (the “Confidential Information”) about Event attendees and volunteers (the “Subjects” of the Confidential Information).

I. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information or material which is proprietary to the Event, whether or not owned or developed by the Event, which is not generally known other than by the Event and which the Recipient may obtain through any direct or indirect contact with the Event. Confidential Information shall include any information provided by the Event concerning the Event, technology and information of the Event and any third party with which the Event deals, including without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, copyrights and intellectual property, strategic alliances, partners, customer and client lists, computer programs and listings, and inventions.

In conjunction with this Agreement, “Confidential Information” shall also include all forms of personal information about individuals (Subjects) attending or in any way involved with the Event, including but not limited to: names, pseudonyms or aliases, identification or license numbers, email and physical addresses, telephone numbers, social media and messaging service identifiers, emergency contact names and telephone numbers, medical information and any other personally identifiable or identifying information provided by a Subject to any staff, volunteer, automated system or other representative of the Event in the course of the Subject's involvement with the Event.

Aggregations of any kind of Confidential Information shall be regarded as Confidential Information subject to this agreement. This includes but is not limited to the relationship or non-relationship between pieces of Confidential Information, such as the fact that an individual who goes by one name is or is not the same person as a different name, or that a person owns or does not own a given property or social media account, or that a person (on any basis other than the name an Event participant chose to be publicly identified as in the context of their involvement with the Event) is or is not an Event participant.

II. Protection of Confidential Information.

The Recipient understands and acknowledges that Confidential Information has been developed or obtained by the Event by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Event which provides the

Event with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

- A. **No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential information to any person or entity without the prior written consent of the Event.
- B. **No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Event.
- C. **Unauthorized Use.** The Recipient shall promptly advise the Event if the REcipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- D. **Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the 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 the Event.

III. Unauthorized Disclosure for Information - Injunction.

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

IV. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is: (a) demonstrably known by the Receiving Party prior to Receiving Party's first involvement with the Event; or (b) learned entirely outside of any involvement with the Event with demonstrably no utilization of or reliance upon any Confidential Information covered by this Agreement.

V. Obligations of the Receiving Party.

Receiving Party shall hold the Confidential Information in strictest confidence for the benefit of the Event, and the Subjects of the information. Receiving Party shall make no note, record, or copy in any form of any Confidential Information encountered during their involvement with the Event except as required to complete a duty or task for the Event. At the earliest opportunity (no later than the conclusion of the Event for a given year), or immediately upon demand from the

Event, the Receiving Party shall destroy or surrender to the Event all copies of any Confidential Information.

Receiving Party shall not disclose or offer to disclose any Confidential Information to any third party (including to other Subjects, including Event staff and volunteers) except: (a) in the event of an emergency during the Event where Receiving Party has a good faith belief that such disclosure is necessary to ensure the safety of the Subject of the Confidential Information being disclosed; or (b) after receiving written confirmation from the Event that the third party has also executed a Nondisclosure Agreement with the Event. In the event of any disclosures made by the Receiving Party under the exception for emergencies, the Receiving Party shall immediately notify the Event in writing of what information was disclosed and what parties it was disclosed to.

Receiving Party is otherwise expressly forbidden from voluntarily complying with any request, subpoena, or other order seeking or purporting to compel the disclosure of any Confidential Information. Receiving Party shall immediately inform the Event of such a request or order, and shall cooperate fully with all efforts by the Event, or counsel retained at the Event's expense, to contest such a request or order and prevent the sought disclosure.

VI. Injunctions.

The Receiving Party acknowledges that breach of the confidentiality obligations would cause irreparable harm to the Event, and/or the Subjects of the Confidential Information, the extent of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Event is entitled to immediate injunctive relief in the event of a breach or threatened breach of an obligation of confidentiality by the Receiving Party, and that the Event shall not be required to post a bond or show irreparable harm in order to obtain such injunctive relief.

VII. Time Periods.

The non-disclosure provisions of this Agreement shall survive the termination of this and any other agreements between the Receiving Party and the Event, and for each Subject of Confidential Information covered by this Agreement, remain in force for not less than the lifetime of that Subject plus 1 year.

VIII. Relationships of Parties.

Nothing in this Agreement shall be deemed to create a partner, joint venture, employee, or similar relationship between the parties of this Agreement.

IX. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of ensuring the privacy of Event attendees and volunteers.

X. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both the Event and Receiving Party.

XI. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

XII. Attorneys' Fees

In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XIII. Governing Law and Jurisdiction

This Agreement is governed by and shall be construed under the laws of the State of Nevada. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of Las Vegas, Nevada.

Receiving Party Name: _____

Receiving Party Signature: _____

Date: _____

SNAE Representative Name: Jacob Sierra, Treasurer

SNAE Representative Signature: _____

Date: _____