



# Women's Flat Track Derby Association: Confidentiality and Non-compete Agreement

1. In exchange for the mutual promises and obligations in this Agreement, WFTDA proposes to disclose certain confidential and proprietary information (the "Confidential Information") to any signatory hereto referred to as ("Recipient"). Confidential Information shall include all data, materials, products, technology, computer programs, login and password information, marketing plans and ideas, training information or plans, specifications, manuals, business plans, software, financial information and access to information, information generated by a WFTDA special committee, WFTDA meetings and issues discussed therein, and other information disclosed or submitted, orally, in writing, or by any other media that is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information. For avoidance of doubt, Confidential Information also includes:
  - a. WFTDA's standard policy and/or procedure manuals, training materials, processes, formulas, know-how, scientific, technical, or product information, computer software and applications, whether patentable or not, which is of value to WFTDA and not generally known by WFTDA's competitors;
  - b. Confidential business information of WFTDA, including, but not limited to financial information, production operations, website operations, information regarding trademark and other intellectual property rights, event planning, and WFTDA Policies and Procedures as defined further below.
  - c. Specialized training, strategy, conditioning techniques, and skills; or,
  - d. Contracts - Do not disclose the particulars of any contracts under consideration or entered into by the WFTDA outside of what's deemed appropriate for public consumption by the Marketing/PR Committee and/or the Board of Directors.
  - e. Votes- do not disclose the voting record of any league other than your own; this includes their lack of participation in a vote
  - f. Message board posts - do not disclose the posts of any message board participant without their express consent
  - g. Other information designated by WFTDA or deemed by law to be Confidential Information such as access to the WFTDA board, including Yahoo Committee board(s).
2. The Recipient will protect Confidential Information against any unauthorized use or disclosure. The Recipient will use any Confidential Information solely for the purposes for which it is provided by WFTDA.
3. Further, absent express written consent from an authorized WFTDA representative, Recipient shall not disclose any of the following WFTDA meeting subject-matter to anyone not in attendance at such

WFTDA meeting.

- a. All matters, specifically labeled “Confidential” or not, discussed in WFTDA meetings.
  - b. All materials circulated at any WFTDA meeting that have been specifically labeled “Confidential.”
  - c. All matters related to proposed WFTDA plans for the future whether or not they are described in items a-b above.
4. Recipient’s obligation to protect Confidential Information shall survive from the date of this Agreement until one calendar year after the Recipient resigns from WFTDA. The nondisclosure obligation shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between WFTDA and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as the debtor-in-possession or the equivalent of any of the foregoing under local law.
  5. Recipient shall have no obligation under the Agreement with respect to Confidential Information that is or become publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to WFTDA along with the asserted grounds for disclosure.
  6. *Disclosure of Confidential Information.* In exchange for the mutual promises and obligations contained in this Agreement, WFTDA promises to deliver and provide to Recipient on an as needed basis, Confidential Information.
    - a. *Specialized Training.* As applicable to Recipient’s position with WFTDA, WFTDA agrees to provide Recipient with specialized training and instruction regarding WFTDA operations, practices, and specialized techniques relating to skating, conditioning, strategy, as well as marketing techniques and strategies. Recipient recognizes that WFTDA expends valuable resources on training, and the specialized training would not otherwise be available to Recipient without WFTDA’s relationship with Recipient. In consideration for participation in WFTDA, Recipient agrees to use this specialized training for the exclusive benefit of WFTDA while Recipient is a member of WFTDA.
    - b. *Non-Solicitation of WFTDA participants.* During the period of Recipient’s Provisional Training Period (i.e., Recipient’s first two full months as a member of WFTDA), and any continuing position with WFTDA that may occur, and for a period of eighteen (18) months after Recipient’s last day of participation with the WFTDA, or eighteen (18) months from the date of any court order enforcing all or part of this Non-Solicitation provision, whichever is later, Recipient will not directly or indirectly participate in any capacity in soliciting, recruiting or hiring any person who at such time is a participant of WFTDA for an organization whose mission is to be a governing body for the sport of roller derby unless given explicit written permission by the Board of Directors of the WFTDA.
    - c. *Non-Solicitation of Sponsors.* In return for WFTDA providing Recipient with Confidential Information and specialized training, during the period of Recipient’s participation with WFTDA and for a period of eighteen (18) months after Recipient’s last day of participation with WFTDA, or eighteen (18) months from the date of any court order enforcing all or part of this Non-Solicitation provision, whichever is later, Recipient, will not directly or indirectly accept or participate in any capacity in soliciting any Sponsor of WFTDA identified on the attached Exhibit A.
  7. WFTDA has adopted certain policies and procedures that govern the operation of WFTDA (“the

Policies and Procedures”). The expectation is that all members of WFTDA will abide by these Policies and Procedures as provided to Recipient in writing.

8. Remedies/Equitable Relief. Recipient agrees that in the event of any breach or threatened violation of this Agreement, Recipient’s membership with WFTDA may be forfeit. In addition, concurrent with and independent of any decisions regarding WFTDA membership, WFTDA may seek to obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect WFTDA against any such breach or threatened violation.
- a. Other Remedies. The protections afforded to the Confidential Information under this Agreement are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets laws, including the Uniform Trade Secrets Act.
  - b. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining items, will remain in full force and effect as if such invalid or unenforceable term had never been included.
  - c. No Waiver. Either party’s failure to insist on any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
  - d. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
  - e. Notices. Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to WFTDA:

**Women’s Flat Track Derby Association**  
PO Box 300266  
St. Louis, MO 63130

**Directions:** Every member of your league must sign and date below. Mail this form in with the signed membership application.

	<b>Real name</b>	<b>Skater name</b>	<b>Signature</b>	<b>Date</b>
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