

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and effective _____ by and between the Hawaii Republican Party ("HRP") and _____ (Member).

Confidential Information

The Hawaii Republican Party proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Member. Confidential Information shall include all data from GOP Data Center, all membership information (names, email addresses, contact information), all committee meeting discussions and notes, financial plans, coordinated campaign plans, marketing plans, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, personal email correspondence, and other information disclosed or submitted, orally, in writing, or by any other media, to the Member by the Hawaii Republican Party. Nothing herein shall require the Hawaii Republican Party to disclose any of its information.

Member's Obligation

The Member agrees that the Confidential Information is to be considered confidential and proprietary to the Hawaii Republican Party and Member shall hold the same in confidence and shall not use the Confidential Information other as authorized in writing by the Hawaii Republican Party. Member will not disclose, publish or otherwise reveal any of the Confidential Information received from any party whatsoever except with the prior written authorization of the Hawaii Republican Party.

Confidential Information furnished in tangible form shall not be duplicated by Member except as authorized in writing by the Hawaii Republican Party. Upon the request of the Hawaii Republican Party, the Member shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

Term

The obligations of Member herein shall be effective from the date Hawaii Republican Party first discloses any Confidential Information to Member pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Member, nor by the rejection of any agreement between the Hawaii Republican Party and Member, by a trustee of Member in bankruptcy, or by the Member as a debtor-in-possession or the equivalent of any of the foregoing under local law.

Other Information

Member shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Member; is rightfully received by Member without obligations of confidentiality; or is developed by Member 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 the Hawaii Republican Party along with the asserted grounds for disclosure.

No Publicity

Member agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the Hawaii Republican Party.

Governing Law and Equitable Relief

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Hawaii, and Member consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Member agrees that in the event of any breach or threatened breach by Member, the Hawaii Republican Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Hawaii Republican Party against any such breach or threatened breach.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Hawaii Republican Party Chairman: _____ Date _____

Member: _____ Date _____

Address: _____

Cell: _____ Email _____