

Confidentiality, Non-Disclosure and Media Release Agreement

By registering for NFPRHA's conference/meeting, you state that you have read and agree to the following statements and requirements.

During your attendance at NFPRHA's conference/meeting, you may observe operations and discussions which may give you access to some of Organization's Confidential Information, as defined below. Accordingly, as a condition and in consideration of your attendance at NFPRHA's conference/meeting, you agree that:

1. "Confidential Information" means any and all data, lists, models, analytics, tools, digital assets, other assets, technology and proprietary information of the Organization, as well as any and all other information related to the finances, plans, strategies, business, operations or other affairs of the Organization, tangible or intangible, that is not generally available to the public, and that is or has been received or otherwise becomes known to me in connection with my engagement. Confidential Information also includes any information that has been made available to the Organization by any third party and which the Organization is obligated to keep confidential. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof.

You agree and acknowledge that in the course of, or incident to, the attendance at Organization's conference, Organization may provide to, or you may otherwise become exposed to, Organization's Confidential Information.

2. You agree to hold the Confidential Information in the strictest confidence, and will exercise at least the same care with the Confidential Information as you exercise with respect to your own confidential or proprietary information and will not without Organization's consent use, divulge, copy, release, sell, loan or otherwise reveal such Confidential Information to others.
3. You agree that you will not remove any document, equipment, or other materials from the premises without Organization's written consent. You will not photograph, videotape, or otherwise make any record of or preserve any Confidential Information to which you may be given access during your attendance.
4. You also hereby grant to Organization and anyone authorized by the Organization, permission to: (a) photograph and record me (on film, videotape, audiotape, digital media or otherwise), (b) edit and modify any resulting photographs, recordings or other media or materials (the "Photographs and Recordings"), and (c) use and distribute such Photographs and Recordings, in whole or in part, together with my name, likeness, voice, story, comments and persona, in any manner or media and for any purpose whatsoever at the sole discretion of the Organization. You represent and warrant that you have all rights necessary to grant such permission as set forth herein and that no infringement or violation of any third party rights will result from the use of your name, likeness, voice, story, comments or persona as captured in the Photographs and Recordings. You understand and agree that the Organization will own all rights of any kind in the Photographs and Recordings, and that you will retain no rights therein. You further

understand that the Organization shall have no obligation to make any use of the Photographs or Recordings and that all rights granted herein are fully sub-licensable and assignable.

5. You hereby release and discharge each of the Organization, its officers, directors, agents, employees and assigns, and anyone acting under their authorization, from any claims that such use as authorized herein violates any of my rights, including without limitation any rights of publicity or privacy. You understand that you will not be entitled to any additional compensation for the permission and release granted herein or for any use of the Photographs and Recordings.
6. You agree to defend, indemnify and hold each of the Organization, its officers, directors, agents, employees and assigns, and all other persons affiliated therewith, harmless from and against any liabilities, losses, claims, demands, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the use of my name, likeness, voice, story, comments or persona, any of the content you provide in the Photographs and Recordings, or the breach or alleged breach of any of the representations or warranties you make in this grant and release.
7. This grant and release is irrevocable, so that the Organization may proceed in reliance thereon, and you agree that you will not be entitled to any injunctive relief that would prevent or interfere with the use, display, distribution or other exploitation of the Photographs and Recordings.
8. This Agreement is governed by and construed in accordance with the laws of the District of Columbia.
9. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter.
10. You understand that any breach of this Agreement may subject you to liability.