



## IDEA SHARE PROGRAM DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Disclosure and Confidentiality Agreement ("Agreement") is made and entered on this date of \_\_\_\_\_, by and between Independent Distributors of Electronics Association having a place of business at 6312 Darlington Avenue, Buena Park, CA 90621 ("IDEA") and \_\_\_\_\_, a Member in good standing of IDEA, having a place of business at \_\_\_\_\_, ("Member").

The purpose of this Agreement is to set forth the terms and conditions under which the parties shall provide certain purchasing, technical data, products and business operations information which the parties consider confidential ("Information") to the IDEA SHARE PROGRAM for purposes of sharing such information among the Members of IDEA. All Information submitted to the IDEA SHARE PROGRAM, and all information viewed by Member on the IDEA SHARE PROGRAM shall be considered to be 'Confidential' regardless whether it is so marked. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Parties shall hold all Information submitted to the IDEA SHARE PROGRAM in strictest confidence. IDEA shall release such Information only to its Members on the IDEA SHARE PROGRAM, after requiring all such Members accessing the site to agree to these confidentiality restrictions. Each Member must agree to be bound by IDEA's confidentiality policies. Disclosure of Information to persons other than IDEA's Members requires the Member's and IDEA's prior written consent. IDEA and Member shall take all necessary precautions to maintain the confidentiality of such Information, but such efforts shall be no greater than that employed by Member to protect its own confidential information. Any Member that discloses Information submitted by any other Member without prior written consent of the relevant Member and IDEA, is subject to immediate termination from IDEA and this Program. All Information disclosed to IDEA shall be and remain the sole property of the Member submitting same. Upon the Member's request, IDEA agrees to return the Information and any copies thereof and/or data which contain the Information and not to retain any copies of the Information. Upon request of any third party to disclose Information to anyone other than an IDEA Member, IDEA will promptly notify its relevant Member(s) of such request in order that the Member(s) may take any action deemed necessary for protection of such Information.

2. ALL INFORMATION DISCLOSED BY MEMBERS HEREUNDER IS DISCLOSED ON A GOOD FAITH BASIS FOR THE TRUTH AND ACCURACY OF SUCH INFORMATION, IT BEING UNDERSTOOD AS FUNDAMENTAL BY ALL MEMBERS PARTICIPATING HEREIN THAT THE EFFECTIVENESS OF THE PROGRAM IS COMPLETELY DEPENDENT UPON THE ACCURACY OF THE FACTS REPORTED BY THE MEMBERS.

3. In no event shall either party be liable to the other party or another Member of IDEA, a third party for any special, incidental, punitive or consequential damages, whether based upon contract, tort, or any other legal theory (including without limitation lost profits and opportunity).

5. The term of this Agreement shall be five (5) years and the covenants of confidentiality set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

6. This Agreement contains the entire agreement between the parties regarding the Information. This Agreement supersedes all prior oral and written agreements and understandings between the parties relating to the Information, and may only be amended or modified in a writing signed by an authorized representative of each party.

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7. Both parties agree that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, and the party seeking enforcement shall be entitled to seek injunctive relief in addition to all available legal remedies.

8. Both parties agree that they will not, without the prior written consent of the other party, transmit the Information received from the other party to any country outside of their respective countries or in violation of any applicable export laws and regulations.

9. Neither party may assign any duty or obligation imposed upon it under this Agreement without the prior written consent of the other party.

**IDEA**

**IDEA Member**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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Title

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