



REPUBLICAN PARTY
— ★ ★ ★ ★ —
OF ARIZONA

EMPLOYEE CONFIDENTIALITY/NONDISPARAGEMENT AGREEMENT

Issue Date:

January 23, 2021

EMPLOYEE CONFIDENTIALITY/NONDISPARAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the dates set forth below between the Arizona Republican Party ("AZGOP" or "Employer") and the following employee (hereinafter referred to as "Employee"):

Name:

Home Address:

Personal Email:

Employer desires to enter into, or otherwise continue, an employment relationship with the Employee. As part of that employment relationship, The AZGOP will be sharing confidential, proprietary and trade secret information with the Employee. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the AZGOP and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Employee, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, contribution lists, research, processes, plans, financial information, or projections, operations, business plans relating to the past, present or future business activities of such party; (ii) plans for products, services, fundraising, events, or donors; (iii) any technical information, procedure, formula, improvement, technology or method (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the AZGOP; (vi) any information generated by the Employee that contains, reflects, or is derived from any of the foregoing; and (vii) concepts, documentations, organizational details, vendor or customer information, contract terms, pricing and purchasing information, strategies, internal usernames, and all other data included in AZGOP's databases. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Employee acknowledges that the Confidential Information is proprietary to the AZGOP, has been developed and obtained through great efforts by the AZGOP and that the Employer regards its Confidential Information as trade secrets and proprietary.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (a) becomes rightfully known by the Employee from a third-party source not under an obligation to AZGOP to maintain confidentiality; (b) is generally known by the public through no fault of or failure to act by the Employee inconsistent with its obligations under this Agreement; and/or (c)

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is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made.

2. Disclosure of Confidential Information.

The Employer will be disclosing Confidential Information to the Employee. In turn, the Employee will agree to: (a) refrain from disclosing Confidential Information to any third-parties (i.e., Non-AZGOP Employees, supervisors, or other personnel); (b) keep all Confidential Information strictly confidential by using a reasonable degree of care; (c) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein); and (d) notify AZGOP supervisors or personnel of any inadvertent or accidental disclosures of Confidential Information to third-parties.

3. Use of Confidential Information.

The Employee agrees to use the Confidential Information solely in connection with the current or contemplated employment relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the AZGOP. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Employee hereunder. Title to, or ownership of, the Confidential Information will remain solely in the AZGOP. All use of Confidential Information by the Employee shall be for the sole and exclusive benefit of the Employer and any modifications and improvements thereof by the Employee shall be the sole property of the AZGOP.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Employee may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Employee promptly notifies, to the extent practicable, the Employer in writing of such demand for disclosure so that the AZGOP, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Employee will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Employee agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the AZGOP with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Employee is unable to obtain or does not seek a protective order and the Employee is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

The Employee's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the AZGOP that would result

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from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Employer shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. the AZGOP shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Upon the termination of the employment relationship between the parties for any reason or no reason, or the Employee's resignation, the Employee shall immediately return and redeliver to the Employer all tangible and electronically stored material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval.

8. Notice of Breach.

The Employee shall notify the AZGOP immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by Employee and any other employees of the Employer or third parties; or (2) any actions taken by the Employee or other Employees of the Employer inconsistent with its respective obligations under this Agreement. The Employee shall cooperate with any and all efforts of the Employer to help the AZGOP regain possession of Confidential Information and prevent its further unauthorized use.

9. Nondisparagement, liquidated damages.

Employee agrees that he/she shall not disparage the AZGOP during the course of his/her employment, or at any time thereafter. This includes, but is not limited to, making negative comments on social media, or in other public/private forums, concerning the AZGOP or its employees. Employee recognizes that it would be hard or impossible to quantify the damages to the AZGOP from a breach of this paragraph, and that a judgment for money damages, or even injunctive relief, would not serve to fully remedy a breach. Employee therefore agrees that AZGOP is entitled to liquidated damages in the amount of five thousand dollars (\$5,000) for each breach of this clause. As used in the foregoing sentence, "each breach" is understood to mean each time that a natural person foreseeably hears or reads a disparaging statement that was originally made by Employee. For example: if employee makes a disparaging statement about the AZGOP that five persons foreseeably and actually hear or read, then AZGOP is entitled to twenty-five thousand dollars (\$25,000) in liquidated damages against Employee for breach of this paragraph.

10. Arbitration.

The parties agree that any dispute arising out of this Agreement shall be handled in confidential private arbitration; with the sole exception that the AZGOP may, in order to seek injunctive relief, file such request in court. The parties agree that this Agreement shall be interpreted under Arizona law and that Maricopa County shall be the forum for the resolution of any dispute.

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11. **Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Arizona applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws or provisions thereof. The federal and state courts located in Maricopa County, Arizona shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement, and Employee: (i) consents to personal jurisdiction therein; and (ii) waives the right to raise *forum non conveniens* or any similar objection. In the event of any litigation or legal proceedings to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) The parties expressly acknowledge that they have entered this Agreement knowingly and voluntarily and that each party has had the opportunity to receive the advice of independent counsel with respect to this Agreement and the settlement of this matter.

(e) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(f) Any notices or communications required or permitted to be given hereunder may be delivered by hand; deposited with a nationally recognized overnight carrier; mailed by certified mail, return receipt requested, postage prepaid; or sent by electronic mail, to the address of the other party as follows:

For Employer:

(Mailing/delivery address)

Republican Party of Arizona
c/o Gina Swoboda, Chairman
3033 N. Central Av., Suite 300
Phoenix, AZ 85012

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(Email)

gswoboda@azgop.com

For Employee:

(Mailing/delivery address)

(Email)

(g) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, whose consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(h) This Agreement may be executed in counterparts and via facsimile or scanned electronic copy. The execution by all of the Parties hereto by each signing a counterparty of this Agreement is a valid execution. This Agreement and all of its counterparts so executed shall be deemed for all purposes to be a single instrument. The receipt by any party of a facsimile or scanned electronic copy of a signed copy of the Agreement shall have the same force and effect as receipt of a signed original.

(i) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ON BEHALF OF EMPLOYER:

Signature:

Printed Name:

Title:

Date:

ON BEHALF OF EMPLOYEE:

Signature:

Printed Name:

Date:

Revised Date: February 23, 2024

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