



TAHITIAN VILLAGE

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT FOR STAFF, BOARD AND COMMITTEE MEMBERS

THIS AGREEMENT is entered into as of _____, 20____ (the "Effective Date"), by and between Tahitian Village Property Owners' Association, Inc., a Texas Nonprofit Corporation ("TVPOA"), Tahitian Village Architectural Control Committee, a Texas Nonprofit Corporation ("TVACC") (collectively, the "Association"), and _____, an Individual Staff, TVPOA, or TVACC Member ("Member"), (collectively, the "Parties").

1. Term

This Agreement shall continue for a period of three (3) years from the Effective Date and shall continue thereafter for as long as Member is employed, elected or appointed.

2. Position and Responsibilities

(a) Position. Member shall perform such duties and responsibilities as are normally related to such position in accordance with Association's Bylaws and applicable law (the "Services"), and Member hereby agrees to use their best efforts to provide the Services. Member shall not allow any other person or entity to perform any of the Services for or instead of Member. Member shall comply with the statutes, rules, regulations and orders of any governmental or quasi-governmental authority, which are applicable to the performance of the Services, and Association's rules, regulations, and practices as they may from time-to-time be adopted or modified.

(b) Other Activities. Member represents that, to the best of their knowledge, Member has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, and Member agrees to use their best efforts to avoid or minimize any such conflict and agrees not to enter into any agreement or obligation that could create such a conflict, without the approval of the President of the Board/Committee or a majority of the Board of Members. If, at any time, Member is required to make any disclosure or take any action that may conflict with any of the provisions of this Agreement, Member will promptly notify the President of the Board of such obligation, prior to making such disclosure or taking such action.

(c) No Conflict. Member will not engage in any activity that creates an actual conflict of interest with Association, regardless of whether such activity is prohibited by Association's conflict of interest guidelines or this Agreement, and Member agrees to notify the Board of Members before engaging in any activity that creates a potential conflict of interest with Association. Specifically, Member shall not engage in any activity that is in direct competition with the Association or serve in any capacity (including, but not limited to, as an employee, consultant, advisor or Member) in any Association, group or entity that competes directly with the Association, as reasonably determined by a majority of Association's disinterested board members, without the approval of the President of the Board/Committee.

3. Termination

(a) Right to Terminate. At any time, Member may be removed as a Member as provided in Association's Certificate of Incorporation, as amended, Bylaws, as amended, Covenants, Conditions & Restrictions (CC&Rs), as amended, any other applicable documents and applicable law. Member may resign as provided in Association's Certificate of Incorporation, as amended, Bylaws, as amended and applicable law. Notwithstanding anything to the contrary contained in or arising from this Agreement or any statements,

policies, or practices of Association, neither Member nor Association shall be required to provide any advance notice or any reason or cause for termination of Member's status, except as provided in Association's Certificate of Incorporation, as amended, Association's Bylaws, as amended, Covenants, Conditions & Restrictions (CC&Rs), as amended, any other applicable documents and applicable law.

(b) Effect of Termination. Upon termination of Member's status, this Agreement will terminate, along with any modifications to which both Parties mutually agree.

4. Termination Obligations.

(a) Member agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, email and computer-generated materials provided to or prepared by Member, incident to their services, belong to Association and shall be promptly returned to Association immediately upon termination of this Agreement, but no later than 48 hours following termination.

(b) Upon termination of this Agreement, Member shall be deemed to have resigned from all offices then held with Association by virtue of their position. Member agrees that following any termination of this Agreement, they shall cooperate with Association in the transfer to other Members of any pending work and shall also cooperate with Association (to the extent allowed by law) in the defense of any action brought by any third-Party against Association that relates to the Services.

(c) The Association and Member agree that their obligations under this Section shall survive the termination of this Agreement.

5. Nondisclosure Obligations.

Member shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information (as defined below), confidential information, or trade secrets belonging to Association, whether or not it is in written or permanent form, except to the extent necessary to perform the Services, as required by a lawful government order or subpoena, or as authorized in writing by Association. These nondisclosure obligations also apply to Proprietary Information belonging to customers and suppliers of Association, and other third Parties, learned by Member as a result of performing the Services. "Proprietary Information" means all information pertaining in any manner to the business of Association, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Member's general knowledge prior to their relationship with Association; or (iii) the information is disclosed to Member without restriction by a third Party who rightfully possesses the information and did not learn of it from Association.

6. Dispute Resolution.

(a) Jurisdiction and Venue. Member agrees that use or disclosure of any Proprietary Information in a manner inconsistent with this Agreement will give rise to irreparable injury to the Association for which: (a) money damages may not be sufficient remedy for any breach of this Agreement; (b) Association may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity. If Association is involved in litigation with Member over a breach of this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that Member has breached this Agreement, Member will be liable for reasonable legal fees and expenses incurred by Association in connection with such litigation, including, but not limited to, any appeals.

(b) Member agrees that any suit, action, or proceeding between Member (and their attorneys, successors, and assigns) and Association (and its affiliates, shareholders, directors, officers, employees, members, agents, successors, attorneys, and assigns) relating to the Services or the termination of those Services shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws. Each Party consents to the exclusive venue of Bastrop County, Texas for any legal action, suit or proceeding arising out of or in connection with this Agreement. The Parties irrevocably waive, to the fullest extent permitted by law, any objection the Parties may have to the laying of

venue for any such suit, action or proceeding brought in such court. If any one or more provisions of this Section shall for any reason be held invalid or unenforceable, it is the specific intent of the Parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

8. Entire Agreement.

This Agreement is intended to be the final, complete, and exclusive statement of the terms of Member's relationship solely with respect to their hired, elected, or appointed position with Association. This Agreement entirely supersedes any and all previous Agreements between the Member and the Association and may not be contradicted by evidence of any prior or contemporaneous statements or agreements pertaining to Member's relationship.

9. Amendments; Waivers.

This Agreement may not be amended except in a writing signed by Member, approved by a majority of the Board Members and signed by the President of the Board/Committee. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

10. Assignment.

Member agrees that Member will not assign any rights or obligations under this Agreement. Nothing in this Agreement shall prevent the consolidation, merger or sale of Association or a sale of all or substantially all of its assets.

11. Severability.

If any provision of this Agreement shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court or arbitrator of competent jurisdiction to exceed the maximum time period or scope that such court or arbitrator deems enforceable, then such court or arbitrator shall reduce the time period or scope to the maximum time period or scope permitted by law.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

13. Notices.

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, e-mail, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or in the case of either Party, to such other Party, address as such Party may designate upon reasonable notice to the other Party.

If to Association:

Mailing Address: Tahitian Village Property Owners' Association, Inc.
106 Conference Drive
Bastrop, Texas 78602

Or, in the alternative:

Tahitian Village Property Owners' Association, Inc.
PO Box 636
Bastrop, Texas 78602

E-mail: info@tahitianvillage.org

If to Member:

Name: _____

Address: _____

E-mail: _____

14. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of nor against any Party. Captions are used for reference purposes only.

15. Binding Agreement.

Each Party represents and warrants to the other that the person(s) signing this Agreement below has authority to bind the Party to this Agreement and that this Agreement will legally bind both Association and Member. This Agreement will be binding upon and benefit the parties and their heirs, administrators, executors, successors and permitted assigns. To the extent that the practices, policies, or procedures of Association, now or in the future, are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. Any subsequent change in Member's duties or compensation will not affect the validity or scope of the remainder of this Agreement.

16. Member Acknowledgment.

Member acknowledges Member has had the opportunity to consult legal counsel concerning this Agreement, that Member has read and understands the Agreement, that Member is fully aware of its legal effect, and that Member has entered into it freely based on their own judgement and not on any representations or promises other than those contained in this Agreement.

17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Date of Agreement.

The parties have duly executed this Agreement as of the date first written above.

19. Signatures and Copies.

The signatures of the Parties may appear on different copies of this Agreement, and each will be considered an original. This Agreement may be copied electronically in a .pdf format, or it may be photocopied, with each such copy being fully enforceable as the original.

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

**Tahitian Village Property Owners'
Association, Inc.**

Member

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____