

NON-DISCLOSURE AGREEMENT
Proprietary Information

This is an Agreement, effective on the date executed by the final party, between the American Registry for Internet Numbers, Ltd. a Virginia corporation (hereinafter referred to as "ARIN"), and _____, an elected Member of the Advisory Council ("AC") of ARIN. It is recognized that it will be necessary and desirable to provide proprietary information from ARIN to the Member for the purpose of ARIN-related business. With respect to the information exchanged between the parties subsequent to this date, the parties agree as follows:

- 1) "ARIN Proprietary Information" shall include, but not be limited to, that information concerning the operations of ARIN, or its customers, not previously published or otherwise disclosed to the general public, neither previously available, nor normally furnished, to others that is supplied to the AC verbally, electronically or through other forms of documentation and contains information ARIN believes must be protected from disclosure because it is proprietary, secret or privileged. ARIN has a duty to identify any such "ARIN Proprietary Information" by marking written material as proprietary information, and by clearly describing the verbal communications as proprietary information. If such proprietary information previously identified as proprietary information becomes public through third parties, it will no longer be covered by this agreement.
- 2) Member agrees that he or she has an obligation to ARIN to keep confidential all ARIN Proprietary Information, whether written or oral, received in connection with the discharge of his or her duties as a Member of the ARIN AC. The duty and obligation of Member to keep confidential ARIN Proprietary Information shall continue for a period of two (2) years following the sooner of the date on which Member ceases to be a member of the ARIN AC or the date on which either Party terminates this Agreement in writing by delivering written notice to the other Party. The Parties acknowledge that Member's obligation to keep ARIN Proprietary Information confidential shall survive the termination of this Agreement for the time period specified herein.
- 3) Member agrees that as an AC Member he or she acts in his or her individual capacity only and not on behalf of his or her current employer. Member agrees not to disclose any ARIN Proprietary Information as defined in section (1) to his or her employer or to any other individual or entity.
- 4) Member acknowledges that any unauthorized disclosure of ARIN Proprietary Information by the Member as defined in Section (1) shall constitute grounds for dismissal from the ARIN AC, upon the ARIN AC or ARIN Board of Trustees finding such an unauthorized disclosure has taken place, by a majority vote of all members of the AC or Board respectively.

AMERICAN REGISTRY FOR
INTERNET NUMBERS, LTD. (ARIN)

Signed: _____

By: _____

Title: _____

Address: _____

Telephone No: _____

Fax No: _____

email address: _____

Date: _____

Signed: _____

By: _____

Title: _____

Address: _____

Telephone No: _____

Fax No: _____

email address: _____

Date: _____