

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”), effective on the date executed by the final party, is by and between the American Registry for Internet Numbers, Ltd. a Virginia nonstock corporation (hereinafter referred to as “ARIN”), and \_\_\_\_\_, an elected member for the ARIN region (“Member”) of the Number Resource Organization Number Council fulfilling the role of the Address Supporting Organization Address Council (“ASO AC”). Hereinafter, ARIN and Member may be collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, each Party recognizes that it may be necessary and desirable for ARIN to disclose to Member, on a confidential basis, certain information relating to the operations of ARIN or its customers, which information ARIN deems proprietary, for the sole purpose of Member fulfilling Member’s duties as a member of the ASO AC; and

WHEREAS, Member is willing to receive such information of ARIN subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

- 1) “ARIN Proprietary Information” shall include, but not be limited to, information that (i) relates to the operations of ARIN, or its customers, (ii) is information that ARIN reasonably believes must be protected from disclosure because it is proprietary, secret or privileged, and (iii) is supplied to Member orally, verbally, electronically or through other forms of documentation that is clearly marked proprietary, confidential or bears a marking of like import.
- 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 Member’s duties as a member of the ARIN ASO AC and shall use such information solely for the purpose set forth above.
- 3) Information shall not be deemed proprietary, and Member shall have no obligation with respect to any such information, that (i) is or becomes known publicly through no wrongful act of Member; (ii) is known already to Member free of restriction as evidenced by competent proof; (iii) is approved for release by the prior written approval of ARIN; (iv) is lawfully received by Member from a third party without restriction and without breach of this Agreement; (v) is disclosed by ARIN to a third party without a similar restriction on the rights of such third party; or (vi) is developed independently by or for Member without use of ARIN Proprietary Information.
- 4) Member agrees not to disclose any ARIN Proprietary Information as defined in section (1) to his employer or to any other individual or entity. Member agrees that Member shall (i) use at least the degree of care in safeguarding ARIN Proprietary information as is reasonably calculated to prevent inadvertent disclosure or unauthorized use, and (ii) upon discovery of any inadvertent disclosure or unauthorized use of ARIN Proprietary Information, promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use and notify ARIN of such inadvertent disclosure or unauthorized use.

- 5) Upon the request of ARIN or upon the completion of Member's term as a member of the ASO AC, whichever is sooner, Member shall (i) cease use of ARIN Proprietary Information in Member's possession and (ii) return all such ARIN Proprietary Information, including all copies thereof.
- 6) This Agreement shall be subject to, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to its conflicts of law principles.
- 7) 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 ASO AC upon the ARIN Board of Trustees finding such an unauthorized disclosure has taken place, by a majority vote of all members of the Board respectively.
- 8) This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed below.

AMERICAN REGISTRY FOR  
INTERNET NUMBERS, LTD. (ARIN)

\_\_\_\_\_

By: Richard Jimmerson  
Its: COO  
Date: \_\_\_\_\_

\_\_\_\_\_  
(signature)

Date: \_\_\_\_\_