

Fairfield Glade Community Club

Board of Directors, Standing Advisory, and Ad Hoc Committee

Confidentiality, Data Security, and Asset Protection Agreement

Purpose & Mutual Commitment to Transparency

The Fairfield Glade Community Club Board of Directors ("Board"), its Standing Advisory Committees, and any temporary or project-specific Ad Hoc Committees (collectively referred to as "Committees") operate under a commitment to public transparency. It is the foundation of this Agreement that if information is not clearly designated as confidential under Section 1 below, it is deemed public by default and may be freely shared with the community. This Agreement targets only restricted, sensitive data to protect the Club's strategic, proprietary, and commercial assets, to guarantee compliance with Tennessee statutory law, and to maintain the integrity of internal corporate deliberations across all governing levels.

Scope of Application

This Agreement applies uniformly to all individuals serving the Fairfield Glade Community Club in any of the following roles (collectively referred to herein as "Covered Members"):

- **Board Directors** (Elected or appointed)
- **Standing Advisory Committee Members** (Permanent or ongoing committees)
- **Ad Hoc Committee Members** (Temporary, special-purpose, or short-term task forces)

Every Covered Member, regardless of tenure, vote-eligibility, or the temporary nature of their appointment, is fully bound by all provisions, data tracking rules, and statutory liabilities detailed below.

1. Definition of Confidential Information

Confidential Information means all non-public, proprietary information belonging to, or obtained through affiliation with, the Fairfield Glade Community Club, whether oral, written, or digital, which includes:

- **Personnel & Member Records:** Employee salaries, benefits, medical records, Social Security numbers, dates of birth, performance reviews, and proprietary member tracking rosters, profiles, or lists.
- **Deliberative Processes:** Specific oral statements, arguments, and preliminary or work session votes cast by individual members within Board, Standing, or Ad Hoc meetings.

(Note: Final vote tallies and neutral, objective descriptions of policy disagreements are public record and explicitly non-confidential).

- **Developmental Artifacts:** Unreleased draft policies, preliminary community development blueprints, provisional budgets, or incomplete strategic proposals currently under review by any Board, Standing, or Ad Hoc body.
- **Proprietary Commercial Assets:** Financial records, including business plans, non-published financial statements, pricing structures, non-published budget workpapers, bidding processes, and contract terms and negotiations; intellectual property, registered or unregistered copyrights, trade secrets, active contract negotiation strategies, ongoing bidding processes, or protected legal planning.
- **Law Enforcement & Marked Materials:** All records or information generated by law enforcement agencies, regardless of public domain status, and any files explicitly designated and stamped as confidential by an authorized Club agent.

2. Information Expressly Excluded From Confidentiality

Confidential information does not include any data or materials that:

- Are or become a matter of public knowledge through authorized disclosure channels (e.g., published directly on the official Club website or in approved local media).
- Are lawfully obtained from an independent third party who possesses a legal right to distribute the data without an attached non-disclosure obligation.
- Are required to be disclosed by operation of law, subpoena, or valid court order, provided the Covered Member gives prompt written notice to the Board President.
- Are explicitly declassified in a signed, written statement (including official corporate electronic communications) by an authorized Club representative.

3. Digital Media and Electronic Communication Safeguards

To comply with data security standards, all Covered Members—including short-term Ad Hoc volunteers—must adhere to the following strict technical protocols:

- **Exclusive Platform Use:** All official Club operations must run solely through official corporate emails, authorized shared drives, and approved communication applications.
- **Data Exfiltration Prohibition:** Covered Members are strictly prohibited from forwarding, downloading, or transferring confidential data to personal email addresses, external storage devices, or unauthorized third parties.

- **Endpoint Security:** Personal devices used to access corporate data must be secured behind strong alphanumeric passwords or verified biometric authentication. Portals or shared files must never be left unmonitored on public networks or shared hardware.
- **Visual & Audio Isolation:** During virtual or teleconference meetings, Covered Members must guarantee complete visual and acoustic isolation so that unauthorized individuals cannot view screens or hear internal proceedings.

4. Direct Commitments & Fiduciary Duties

By executing this Agreement, I affirm and undertake the following:

- **Authorized Use Only:** I will use Confidential Information exclusively to fulfill my official duties for the Club, and will never exploit such data for personal enrichment, commercial gain, or the benefit of any third-party entity.
- **Fiduciary Custody:** I will handle all corporate records, notes, and digital media with a professional standard of care, ensuring they remain protected from unauthorized public view or access.
- **Survival of Obligations:** My obligation to maintain the absolute secrecy of all Confidential Information, trade secrets, and proprietary data survives the conclusion of my service, remaining binding in perpetuity after my term expires, my committee disbands, or I leave the Board or Committee.

5. Mandatory Return of Materials upon Separation or Disbandment

Upon the expiration of my term, retirement, resignation, formal removal, or upon the formal disbandment and conclusion of an Ad Hoc Committee's objective, **I must immediately return or certify the permanent destruction of all corporate documents, files, letters, data models, or derivative notes in my possession, regardless of medium, which contain or stem from Confidential Information.**

No digital copies or physical duplicates may be retained by any former Board, Standing, or Ad Hoc member.

6. Statutory Compliance & Statutory Whistleblower Safe Harbor

- **Statutory Whistleblower Carve-Out:** Nothing in this Agreement restricts a Covered Member from reporting suspected corporate fraud, financial crimes, or serious structural wrongdoing directly to the full Board, designated corporate counsel, or appropriate state or federal law enforcement authorities. Such disclosures do not constitute a breach of this contract or a violation of fiduciary responsibilities.

- **Reliance Protections:** Pursuant to T.C.A. § 48-58-301 (and applied symmetrically to committee participants advising the leadership), members are entitled to rely in good faith on official corporate records, financial ledgers, and expert briefs prepared by corporate officers, legal counsel, or certified public accountants (CPAs) without exposure to allegations of contractual breach.

7. Enforcement, Remedies, and Legal Liability under Tennessee Law

A violation of this Agreement compromises a member's fiduciary Duty of Loyalty to the corporation under Tennessee corporate standards. The Club reserves the right to deploy an enforcement strategy tailored to the severity of the breach:

- **Accidental Minor Incidents:** For unintentional, non-material disclosures (e.g., an accidental misdirected email), the Covered Member shall be granted a forty-eight (48) hour window from the time of discovery to contain the data, mitigate exposure, and file a written notification detailing the remediation steps with the Board President or respective Committee Chair.
- **Material, Willful, or Repeated Breaches:** For severe or repeated unauthorized leaks, the Board may initiate immediate administrative removal proceedings from the Board, Standing Committee, or Ad Hoc Committee in strict accordance with corporate Bylaws and T.C.A. § 48-58-108.
- **Statutory Liability & Criminal Prosecution:** Pursuant to T.C.A. § 48-58-601, while volunteer directors and committee members generally enjoy qualified civil immunity for standard oversight errors, this statutory protection is completely stripped if a member engages in conduct that amounts to willful misconduct, an intentional breach of the fiduciary duty of loyalty, gross negligence, or a knowing violation of the law.
- **Injunctive Relief & Damages:** The Club may initiate civil litigation under Tennessee Code Annotated Title 48 to seek immediate emergency injunctions to halt ongoing data leaks, recover actual economic damages, and pursue any available criminal or civil actions under the Tennessee Uniform Trade Secrets Act (T.C.A. § 47-25-1701 et seq.) for the theft or exposure of corporate trade secrets.
- **Board Authority Over Appointments, Removals, and Enforcement:** All members of Standing Advisory Committees and Ad Hoc Committees are appointed by the Board of Directors and serve at the pleasure of the Board. The Board of Directors retains sole and exclusive authority to remove any Committee member from their position at any time, with or without cause, in accordance with the Club's Bylaws and applicable Tennessee law (including T.C.A. § 48-58-108). While any Covered Member, including Committee

members, is encouraged and protected in reporting suspected violations of this Agreement (as provided in Section 6), the Board of Directors is solely responsible for investigating such reports, determining whether a breach has occurred, and taking any and all enforcement or disciplinary actions, including removal from a Committee or the Board.

Certification & Binding Execution

I explicitly affirm that I have read this integrated Agreement completely. I understand its operational limits, data security demands, and the legal liabilities I face under Tennessee statutory law. I freely execute this document and agree to be bound by its terms during my active tenure and indefinitely following my separation or the conclusion of my committee's assignment.

Signed: _____

Printed Name: _____

Date: _____

Select Your Position / Governing Role:

☐ Board Director

☐ Standing Advisory Committee Member

☐ Ad Hoc Committee Member - Specific Name of Committee / Task Force:
