



Name \_\_\_\_\_

**El Paso County Republican Party**  
5145 Centennial Blvd Suite 101  
Colorado Springs, CO 80919  
719-578-0022

**Non-Disclosure Agreement**  
Current as of February 2025

This Non-Disclosure Agreement (This "Agreement") is made effective as of the date on the signature line and in effect for one year from said date, by and between the El Paso County Republican Party (the "Owner") Recipient of User (the "Recipient/User"), whose name and address are included at the end of this Agreement.

The Owner is engaged in the conduct of business, service, and political operations in support of Republican elected officials, candidates, and other El Paso County Republican Party members or officials. The Recipient/User is a registered Republican who is an elected official, candidate, Party official or member performing official business for the Party. Information will be disclosed to the Recipient/User for the purpose of conducting official business of the Party, contacting individuals for the dissemination of Party information, or approved use in campaigns. The Owner has requested that the Recipient/User will protect the confidential material and information which may be disclosed between the Owner and the Recipient/User. Therefore, the parties agree as follows:

- 1. Confidential Information.** The term "Confidential Information" means any information or material which is proprietary to the owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient/User may obtain through any direct or indirect contact with the Owner. All information contained in the "Complete Campaigns" or "Voter Vault" databases, and any other databases under the purview of the Owner falls under this category.
  - a. "Confidential Information" includes without limitation:**
    - Business Records and Plans
    - Financial statements
    - Customer Lists and Records, including all information within any database under the purview of the owner, including compete Campaigns and Voter Vault
    - Technical Information
    - Computer Programs and Listings
    - Source code and/or Object Code
    - Copyrights and other intellectual property
    - Information contained within shared folders on the Owner's computer network
  - b. "Confidential Information" does not include:**
    - Information independently developed by the Recipient/User
    - Information disclosed by operation of law
    - Information disclosed by the Recipient/User with the prior written consent of the Owner; and any other information that both parties agree to in writing.
- 2. Protection of Confidential Information.** The Recipient/User understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by investment of significant time, effort, and expense, and that the Confidential information is a valuable, special, and a unique asset of the Owner which provides the Owner with a significant competitive advantage. Confidential Information needs to be protected from improper

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disclosure. In consideration for the receipt by the Recipient/User of the Confidential Information, the Recipient/User agrees as follows:

- a. **No Disclosure:** The Recipient/User will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.
- b. **No Copying/Modifying.** The Recipient/User will not copy or modify any Confidential Information without the prior written consent of the Owner.
- c. **Unauthorized Use.** The Recipient/User shall not disclose any Confidential Information to any employees or associates of the Recipient/User, except those whose employees or associates who are required to have the Confidential Information to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee or associate to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.
- d. **Execution of Duties.** The duties of the Recipient/User may include relaying Confidential Information to registered Republicans upon approval of the Request for Data by an Officer of the El Paso County Republican Party and the Chief Operating Officer. This relaying of Confidential Information is a legal and intended disclosure and not a violation of this Agreement.
- e. **Execution of Duties.** The duties of the Recipient/User may include relaying the Confidential Information to registered Republicans upon approval of the Request for Data by an Officer of the El Paso County Republican Party and the Chief Operating Officer. This relaying of Confidential Information is a legal and intended disclosure and not a violation of this Agreement.

3. **Unauthorized Disclosure of Information – Injunction.** If it appears that the Recipient/User has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient/User from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including claim for losses and damages.
4. **Return of Confidential Information.** Upon written request of the Owner, the Recipient/User shall return to the Owner all written materials containing the Confidential Information. The Recipient/User shall also deliver to the Owner written statements signed by the Recipient/User certifying that all materials have been returned within five (5) days of receipt of the request. As in paragraph 2.d. above (Execution of Duties), properly authorized release of information is exempt from this requirement.
5. **Relationship of Parties.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnerships, or joint venture.
6. **No Warranty.** The Recipient/User acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The owner does not represent or warrant that any product of business plans disclosed to the Recipient/User will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient/User in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient/User.

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7. **Limited License to Use.** The Recipient/User shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient/User acknowledges that, as between the owner and the Recipient/User, the Confidential Information and all related copyrights and other intellectual property rights, are and always will be, the property of the Owner, even if suggestions, comments, and or ideas made by the Recipient/User are incorporated into the Confidential Information or related materials during the period of this agreement.
8. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from all third-party claims, demands, liabilities, costs, and expenses. This includes reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.
9. **Attorney's Fees.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
10. **General Provisions.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Colorado. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without prior written consent of the other party. The confidentiality provisions of this Agreement shall always remain in full force and effect after the Effective Date of this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed to best effectuate the original intent and purpose of this Agreement. The Owner holds the right to adjust and make changes to this agreement at any time at its discretion.

By: \_\_\_\_\_

(Print Name Here)

Signature: \_\_\_\_\_

Address of Recipient/User: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Officer Signature: \_\_\_\_\_

**Officers:**

Ken Davis, Chairman  
Saundra Larsen, Vice Chair  
Sheila Lapor, Secretary