



**WFCA ENVIRONMENTAL PARTNERS PROGRAM  
WFCA AMBASSADOR PROGRAM  
PARTICIPATION AGREEMENT**

***Confidentiality and Trade Secrets***

**A.** Both Ambassador and Participant acknowledge that in the performance of their duties as part of the Program, Ambassador will acquire information that is confidential to Participant. Such “Confidential Information,” whether or not reduced to writing, includes, but is not limited to, know-how, methods, procedures, designs, technical information, drawings, diagrams, specifications, quality control information, cost and price information, sales and technical bulletins, service manuals, the names, addresses and phone numbers of suppliers, vendors, customers and prospective customers, as well as any other information relating to the business of Participant that is divulged to Ambassador in the course of the Program, regardless of source. Ambassador acknowledges that this Confidential Information is treated as confidential by Participant, that Participant takes meaningful steps to protect the confidentiality of this information, and that Participant at all times desires that Ambassador maintain the confidentiality of this information, unless Participant otherwise directs the disclosure of such Confidential Information. Ambassador agrees that it will not, during the term of the Program and after the termination of the Program, disclose any Confidential Information of Participant that Ambassador received or learned as a result of the Program. Notwithstanding the foregoing, the provisions of this section shall not apply to any information that (i) is or becomes generally available to the public (other than as a result of a disclosure by Ambassador in violation of this provision, either directly or indirectly), (ii) was available to Ambassador on a non-confidential basis prior to its disclosure pursuant to the Program, (iii) is or becomes available to Ambassador on a non-confidential basis from a source (other than Participant) that is entitled to disclose it, (iv) is required to be disclosed by a court of competent jurisdiction; or (v) was independently developed by Ambassador without reference to or use of or based on any Confidential Information.

**B.** During the Term of the Program, both Parties shall do what is necessary to prevent misappropriation or unauthorized disclosure and threatened misappropriation or unauthorized disclosure of both Parties’ respective Trade Secrets and, after the termination of this Program, neither Party shall use or disclose the other’s Trade Secrets as long as they remain, without misappropriation or unauthorized disclosure, Trade Secrets. “Trade Secret” means all information possessed by or developed in the course of the Program, including, without limitation, a compilation, program, device, method, system, technique or process, to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) the information is the subject of efforts to maintain secrecy that are reasonable under the circumstances.

***Indemnification***

Ambassador shall indemnify, defend, and hold Participant harmless from any and all claims, losses, damages, injuries, liabilities, costs and expenses (including reasonable attorney fees) arising from or on account of any breach by Ambassador of any covenant or agreement contained in the Program that is not otherwise expressly waived in writing by Participant.

Participant shall indemnify, defend, and hold Ambassador harmless from any and all claims, losses, damages, injuries, liabilities, costs and expenses (including reasonable attorney fees) arising from the Ambassador’s performance of duties consistent with the Program and, specifically, for any liability arising from fines, penalties, corrective actions or other enforcement measures that may be assessed against the Participant.

I have read, understand and agree to the terms and conditions for participation in the WFCA Environmental Partners Program and WFCA Ambassador Program as outlined above

<b><u>WFCA Ambassador</u></b>		
<b>Printed Name:</b> _____	<b>Signature:</b> _____	<b>Date:</b> _____
<b><u>EPP Participant</u></b>		
<b>Printed Name:</b> _____	<b>Signature:</b> _____	<b>Date:</b> _____