

**Family First Credit Union**  
**Board of Directors Policy**  
**Board Member Nondisclosure and Confidentiality Agreement**

**As a requirement for service on the Family First Credit Union Board, all board members will be required to read and sign the following confidentiality agreement.**

For consideration, including but not limited to my status as a volunteer on the Board of Directors and a committee member of Family First Credit Union, I \_\_\_\_\_ hereby agree to the following:

1. **Acknowledgement** – I know that my volunteer duty with Family First Credit Union carries great responsibility for handling the confidential financial and related information and transactions of Family First Credit Union valued members. I know that I will have access to confidential records and will hear confidential conversations. I understand that in fulfilling the role of a volunteer for Family First Credit Union, I am in a position of trust, and I take this responsibility seriously. I know that Family First Credit Union has a responsibility to protect this confidence of its members.
2. **Nondisclosure** – I acknowledge that during the duration of my volunteer status with Family First Credit Union, I will receive and have access to proprietary and confidential information belonging to Family First Credit Union or to third parties that Family First Credit Union has agreed to keep proprietary and confidential. This confidential information, includes, but is not limited to, lists of or information regarding Family First Credit Union members, prospective members, contracts, suppliers, vendors, marketing, pricing, or other data related to Family First Credit Union that I may acquire in the performance of my duties under this agreement. I will not disclose such confidential information to any unauthorized person or entity or make use of the confidential information except within the scope of my position as a volunteer board or supervisory committee member, either during or after position as a volunteer, for any reason.
3. **Unfair Competition** – While serving as a volunteer with Family First Credit Union or at any time following my service as a volunteer, I agree: (a) not to engage in any unfair competition, directly or indirectly, with Family First Credit Union; (b) the confidential information, whether or not embodies in a written document, is valuable property of Family First Credit Union; (c) not to disclose to any other person or entity or make use of for any purpose any of the confidential information, except within the course and scope of my volunteer position with Family First Credit Union; and (d) if I am uncertain about my obligation hereunder, I will request assistance from the Chairperson or CEO of Family First Credit Union prior to taking any action that may constitute a breach of the agreement.

4. **Solicitation of Members** – During the term of this agreement and following the termination of my volunteer status for one (1) year, I will not call on, solicit, or contact any person or entity who is a member, customer or otherwise has a business relationship with Family First Credit Union for the purpose of taking away or reducing the business of Family First Credit Union. I acknowledge that Family First Credit Union derives an economic benefit from these relationships and that interference with these relationships and encouraging these persons or entities to conduct business with competitors will constitute a breach of this Agreement.
5. **Solicitation of Employees** – During the term of this agreement and following termination of my volunteer status for one (1) year, I will not induce, encourage, advise, solicit any person who is employed by or is engaged as an agent or independent contractor by Family First Credit Union to leave his or her employment or otherwise terminate his or her contract or business relationship with Family First Credit Union.
6. **No Prior Agreements** – I represent that my holding a volunteer position with Family First Credit Union will not breach any agreement with any third parties to which I am bound, including with limitation any agreement limiting the use or disclosure of proprietary information that I may have acquired prior to my volunteer status with Family First Credit Union. I agree to indemnify and hold harmless Family First Credit Union from any and all claims and liabilities, including costs and attorneys' fees, incurred by Family First Credit Union in connection with any breach or alleged breach by me of any representations set forth in this agreement.
7. **Injunctive Relief** – I agree and acknowledge that a breach of the provisions of this agreement will result in damage or loss to Family First Credit Union that cannot be reasonably or adequately compensated in damages and will cause Family First Credit Union irreparable injury. I expressly agree that Family First Credit Union will be entitled in injunctive and other relief pursuant to equitable principles and the Georgia Code Commerce and Trade Title 10, Section 10-1-760 to 10-1-767, to prevent a breach of the provisions of this agreement set forth above. In the event that injunctive or other relief is granted to Family First Credit Union, the credit union will be entitled to recover its reasonable attorney fees and costs as determined by the court. The award of any equitable relief will not be construed to be a waiver of any other rights or remedies Family First Credit Union may have or damages or otherwise. I further agree that Family First Credit Union will have the right to require me to account for and pay all compensation for profits, money, property, or other benefits that I derive as the result of any transaction or act that constitutes a breach of this agreement.

## **Conflict of Interest**

Family First Credit Union volunteers should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Credit Union. As in all other facets of their duties, volunteers dealing with members, suppliers, contractors, competitors or any person doing or seeking to do business with the Credit Union are to act in the best interest of the Credit Union. Each volunteer shall make prompt and full disclosure in writing to the President/CEO of any conflict of interest, such conflicts include, but are not limited to:

- ✓ Ownership by volunteer or by a member of their family of an interest in an outside enterprise which does or seeks to do business with or is a competitor of the Credit Union
- ✓ Serving as a director with an outside enterprise which does or is seeking to do business with or is a competitor of the Credit Union.
- ✓ Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the Credit Union or its interests.
- ✓ Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the volunteer from acting in the best interest of Family First Credit Union.
- ✓ Any potential conflicts of interest where a Credit Union director may inadvertently find him or herself (due to business or personal relationship with members, suppliers, business associates, or competitors of the credit union) in situations that could lead to questions of integrity.

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**Signature of Board Member/Volunteer**

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**Date**

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**Signature of Witness**