NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

Rule 9.10(E) of the Rules of the Georgia Republican Party provides: "Any elector offering as a candidate for the position as a Party Officer or National Convention Delegate or Alternate shall be entitled to access on an equitable basis to the lists of the names, addresses, telephone numbers and email addresses, if provided, of Delegates and Alternates who are certified to vote in the elections for these positions." The Georgia Republican Party ("GAGOP") has received a request for the list of delegates and alternates to the 2025 GAGOP State Convention from _____ ("Recipient"), an elector who is offering as a candidate for a GAGOP officer position at the 2025 State Convention.

In accordance with Rule 9.10(E), Recipient's request, and Recipient's agreement to all of the terms and conditions below, the GAGOP hereby releases the current list of Delegates and Alternates to the GAGOP State Convention.

Because the list contains personal and proprietary information of Delegates and Alternates and Rule 9.10(E) allows the release of the Delegate and Alternate information **only** for the purposes of certain internal elections within the GAGOP, Recipient agrees not to use the Delegate and Alternate information provided by the GAGOP for any purpose, including but not limited to selling or gifting to campaign consultants or personal advocacy endeavors unrelated to an internal GAGOP election, other than in connection with Recipient's candidacy for GAGOP officer. In the event Recipient uses campaign consultants or managers, Recipient's agents shall be required to delete the information and permanently remove all of the information provided and confirm compliance in writing with both Recipient and the GAGOP.

This Non-Disclosure and Non-Circumvention Agreement (the "Agreement"), is dated the _____ day of _____, 2025, is between the Georgia Republican Party, Inc., a Georgia nonprofit corporation (the "GAGOP"), and _____the "Receiving Party" or "Recipient").

Background

A. The GAGOP is disclosing to the Receiving Party certain confidential information more fully described in this Agreement below.

B. The parties are entering into this Agreement to, among other things, establish how the Receiving.

Party may use and must handle the GAGOP confidential information and trade secrets.

Accordingly, for and in consideration of the mutual covenants contained in this Agreement, together with such other good and valuable consideration, the adequacy, sufficiency, and receipt of which is acknowledge by each of the parties to this Agreement, the parties agree as follows:

1. **DEFINITIONS.** Terms defined in the preamble and the recitals have their assigned meaning and each of the following terms has the following meaning:

1.1. **"Agents"** means volunteers, officers, family members involved in the campaign, directors, employees, members, shareholders, partners, consultants, representatives, subsidiaries, parent companies, affiliates, successors, assigns, and agents.

1.2. **"Confidential Information"** means data and information:

(a) relating to the business of the GAGOP, regardless of whether the data or information constitutes a Trade Secret;

(b) disclosed to the Receiving Party or of which the Receiving Party became aware of as a consequence of the Receiving Party's relationship with the GAGGOP;

(c) having value to the GAGOP;

(d) not generally known to competitors of the GAGOP or the public at large; and

(e) which includes Trade Secrets, voter rolls and other voter information, methods of operation, names of members, delegates, alternates (collectively "Members"), contact information of Members, personal information of Members, including but not limited to contact information, addresses, email addresses, date of birth, and telephone numbers, price lists, financial information and projections, voting history, social media identities, personnel data, and similar information;

provided, however, that "Confidential Information" does not mean data or information (A) which has been voluntarily disclosed to the public at large by the GAGOP, except where such public disclosure has been made by the Receiving Party without authorization from the GAGOP; (B) which has been independently developed and disclosed by others; or (C) which has otherwise entered the public domain through lawful means.

1.3. **"Permitted Purposes"** has the meaning given to it in Section 3.1(a).

1.4. **"Trade Secrets"** means (per O.C.G.A. § 10-1-761) information of the GAGOP or its subsidiaries, affiliates, parent companies, suppliers, and customers, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information

(a) derives 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

(b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. INTEGRITY AND OWNERSHIP.

2.1. **Integrity.** The GAGOP is providing all Confidential Information and Trade Secrets to the Receiving Party on an "as-is" basis and makes no representations or warranties as to the accuracy or completeness of any such Confidential Information or Trade Secret.

2.2. **Ownership.** As between the Parties to this Agreement, all Confidential Information and Trade Secrets will be and remain the exclusive property of the GAGOP. This Agreement does not grant the Receiving Party any intellectual property rights in or to any portion of the Confidential Information or Trade Secrets. This Agreement does not impose any obligation on the GAGOP to disclose any of its Confidential Information or Trade Secrets.

3. OBLIGATIONS OF THE RECEIVING PARTY.

3.1. **Use and Handling.** The Receiving Party and its Agents shall, as to the GAGOP's Confidential Information and Trade Secrets:

(a) use such Confidential Information and Trade Secrets exclusively and solely for purposes listed on **Exhibit A** to this Agreement, which is attached hereto and incorporated herein by reference (the "**Permitted Purposes**");

(b) use such Confidential Information and Trade Secrets for personal campaign for the 2025 GAGOP State Party Officers for Chairman, First Vice Chairman, Second Vice Chairman, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer Election ("Election") only;

(c) limit access to such Confidential Information and Trade Secrets strictly to the Receiving Party's employees, volunteers, and representatives (such as attorneys and consultants) on a need-to-know basis in order for the Receiving Party to evaluate, analyze, consummate, or carry out the Permitted Purposes (provided that such employees, volunteers, and representatives and are also bound to the terms and conditions contained in this Agreement and covenant to permanently destroy and delete the Confidential Information and Trade Secrets within twenty four (24) hours after the Permitted Purpose and Election has concluded and further Covenant to provide written confirmation to the Receiving Party and the GAGOP.

(d) not disclose or authorize any party to disclose such Confidential Information or Trade Secrets to others without the prior written approval of the GAGOP;

(e) to the extent that Recipient shares the Delegate and Alternate information provided by the GAGOP with a third party Agent for such purposes, Recipient covenants agrees to (1) provide a copy of this agreement to that third party, (2) obtain such person's signature on the copy of this agreement (as a Recipient) **before** providing the Delegate and Alternate information to the third party, and (3) file a copy with the GAGOP.

(f) use the same degree of care in protecting such Confidential Information and Trade Secrets as the Receiving Party uses to protect its own confidential information and trade secrets, but in no event less than a reasonable degree of care;

(g) not remove any copyright notice, trademark notice, or other proprietary legend or indication of confidentiality set forth on or contained in any such Confidential Information or Trade Secret; and

(h) comply with all laws and regulations that apply to the Receiving Party's use of such Confidential Information and Trade Secrets.

3.2. **Notice of Unauthorized Disclosure.** The Receiving Party shall promptly notify the GAGOP in writing of any unauthorized use or disclosure by it or its representatives of the GAGOP's Confidential Information or Trade Secrets (which notice must describe the nature of the disclosure) and cooperate with the GAGOP to help regain possession of such Confidential Information and Trade Secrets and prevent its further unauthorized use or disclosure.

3.3. **Return or Destruction of Information.** Upon the written request of the GAGOP, the Receiving Party shall immediately return to the GAGOP all Confidential Information and Trade Secrets in the Receiving Party's and its Agents' possession. **Receiving Party shall permanently destroy all Confidential Information and Trade Secrets provided to**

the Receiving Party by the GAGOP on or before June 8, 2025, and provide signed, sworn to, and notarized written notice to the GAGOP of compliance.

3.4. **No Reverse Engineering.** The Receiving Party and its Agents shall not disassemble, decompile, or otherwise reverse engineer any of the GAGOP Confidential Information or Trade Secrets.

4. **TERM.**

4.1. **Confidential Information.** The Receiving Party's obligations under this Agreement with respect to Confidential Information will terminate 5 years after the date of this Agreement.

4.2. **Trade Secrets.** The Receiving Party's obligations under this Agreement with respect to Trade Secrets will remain in effect for the lesser of: (a) as long as the information constitutes a Trade Secret, or (b) the maximum period allowed under Georgia law.

5. **NON-DISPARAGEMENT.** For a period of 3 years from the date of this Agreement, the Receiving Party and its Agents shall not disparage the GAGOP or its Agents.

6. **NON-SOLICITATION.** For a period of 1 year from the date of this Agreement, the Receiving Party and its Agents shall not solicit or attempt to solicit, including but not limited to for employment, votes, endorsements, or campaign donations, directly or indirectly, any of the GAGOP employees, independent contractors, clients, or customers whom the identity, qualifications, or status of such person or entity the Receiving Party learned by virtue of or in connection with receiving any Confidential Information or Trade Secrets of the GAGOP.

7. **NON-CIRUMVENTION.** The Receiving Party and its Agents shall not circumvent, bypass, avoid, or attempt to circumvent any of the terms or conditions of this Agreement.

8. **INDEMNIFICATION.** The Receiving Party shall indemnify and hold harmless the GAGOP and its Agents from and against all liability, damage, losses, costs (including, without limitation, court costs), and expenses (including, without limitation, actual costs and attorneys' fees) which any of them may incur by reason of: (a) the Recipient's (or Recipient's Agent's) failure to fulfill any term or condition of this Agreement; or (b) any breach by the Recipient (or Recipient's Agent) of any representation, warranty, covenant, or agreement contained in this Agreement.

9. **REMEDIES.** The Receiving Party agrees that, in the event of a threatened or actual breach of this Agreement by the Receiving Party: (a) monetary damages alone will be an inadequate remedy; (b) the GAGOP may suffer great, immediate, and irreparable injury and damage; and (c) the GAGOP will be entitled to seek and obtain, from any court of competent jurisdiction, immediate injunctive and other equitable relief in addition to, and not in lieu of, any other rights or remedies that the GAGOP may have under applicable laws or the GAGOP's internal rules. The protections afforded the Confidential Information and Trade Secrets in this Agreement are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or confidentiality laws, including, without limitation, the Georgia Trade Secrets Act of 1990 (O.C.G.A. § 10-1-760, *et seq.*).

10. **Liquidated Damages**. Recipient and GAGOP agree that in the event Recipient fails to comply with any of the terms or provisions of this Agreement, GAGOP's damages would be uncertain and difficult (if not impossible) to accurately estimate. Accordingly, GAGOP and Recipient agree that for each failure of Recipient to adhere to this agreement that they will be liable to the GAGOP in the amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) and that this amount is not a penalty but instead are intended by the parties to be, and shall be deemed, **liquidated damages.** In the event Paragraph 10 is deemed to be unenforceable, the GAGOP shall be entitled to seek its actual damages for each breach of this Agreement (which the Parties reasonably estimate to be valued at Twenty-Five Thousand and 00/100 Dollars $25,000.00 per occurrence, plus the GAGOP's actual costs and attorney's fees.

11. **GENERAL PROVISIONS.**

11.1. **Marginal Headings.** Marginal headings throughout this Agreement are inserted solely for the convenience of reference and shall not in any way be held to affect the interpretation of meaning of any provision or the intent of this Agreement.

11.2. **Notices.** Any notice or demand made by the parties which, under the terms of this Agreement, or under any statute, shall be in writing and shall be deemed to be duly given only if delivered personally, emailed, or mailed by Registered or Certified (return receipt requested) mail, postage prepaid, addressed to the GAGOP at Attn.: Chairman Josh McKoon josh@gagop.org and P.O. Box 550008 – Atlanta, Georgia 30355 with a courtesy copy to Akaufman@ChalmersAdams.com and Chalmers, Adams, Backer & Kaufman, LLC, Attn: Alex B. Kaufman, Esq. 100 N. Main St. Alpharetta, GA 3009. and to the Receiving Party:

_____,

or to such other address as either Party may in the future designate in writing. Any such notice shall be deemed to have been given at the time of postmark (if mailed).

11.3. **Severability.** If any term, covenant, or condition of this Agreement or the application of any term, covenant, or condition of this Agreement to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.4. **Entire Agreement.** This Agreement constitutes the final and exclusive agreement between the Parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

11.5. **Governing Law.** The laws of Georgia and the Rules of the GAGOP exclusively govern all matters arising under or relating to this Agreement, without regard to Georgia's conflict of laws principles.

11.6. **Venue and Jurisdiction.** The Parties hereby agree that the state and federal courts and other tribunals located in Fulton County, Georgia shall have sole and exclusive jurisdiction over any disputes arising under or relating to this Agreement, and each party waives the right to assert any defense of lack of jurisdiction or improper venue if any such dispute is brought before such a court or tribunal. **Each Party further irrevocably waives their right to a trial by jury.**

11.7. **Assignment and Delegation.** The Parties shall not assign their rights or delegate their performance under this Agreement without the other party's prior written consent. Any purported assignment of rights or delegation of performance by a Party is void unless such assignment of rights or delegation of performance is made after obtaining the prior written consent of the other party.

11.8. **Successors and Assigns.** Subject to Section 10.7, this Agreement binds and benefits the Parties and their respective successors and assigns.

11.9. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same agreement.

11.10. **Written Waiver and Failure to Act.** The failure of the GAGOP to seek redress for the

violation of, or to insist upon the strict performance of any covenants or conditions of this Agreement shall not constitute waiver of any such violation and shall not prevent a subsequent action for any such violation. No provision of this Agreement shall be deemed waived by the GAGOP unless such waiver is in writing and signed by the GAGOP.

11.11. **Remedies Cumulative.** All remedies given under this Agreement and all rights and remedies given to the GAGOP by law or equity shall be cumulative and concurrent.

To evidence the Parties' agreement to this Agreement, they have executed it on the date set forth in the preamble, which is specifically incorporated herein by reference.

GAGOP
Georgia Republican Party, Inc.

By: _____

Name:
Title:

RECEIVING PARTY

By: _____

Name:
Title:

EXHIBIT A

Permitted Uses

- Campaigning for election as Georgia Republican Party, Inc. ("GAGOP") State Party Officer for Chairman, First Vice Chairman, Second Vice Chairman, Treasurer, Assistant Treasurer, Secretary and Assistant Secretary at the 2025 GAGOP State Convention in Dalton, Georgia.
- Any permissible use under Georgia Republican Party Rule 9.10E and 9.13