**North Carolina Chiropractic Association, Incorporated**

**Confidentiality Policy**

In order to encourage and foster open and candid discussions at its meetings, to protect the interests of the North Carolina Chiropractic Association, Incorporated (the “Association”), and for the other reasons set forth in this Confidentiality Policy, the Board of Directors of the Association (the “Board”) believes confidentiality must be maintained. Therefore, it is the policy of the Board that members of the Board shall keep confidential any and all Confidential Information (defined below). Maintaining confidentiality not only respects the rights of the Association and other members of the Board, but also, in some circumstances, is required by law.

In connection with your service on the Board, you may be provided with or have access to Confidential Information of or otherwise regarding and/or related to the Association (“Confidential Information”). Confidential Information includes data or information possessed about the Association, its business activities, and/or its relationships and activities with third-parties that is sensitive material, is not generally known to the public, and is made available to a person by virtue of that person’s service on the Association Board of Directors, including as an officer of the Association. Confidential Information shall include, to the maximum extent permitted by law, all information that the Board President declares, or that the Board of Directors determines to be Confidential Information, all other proprietary information of or otherwise regarding and/or related to the Association, and any document or communication marked “confidential”, “proprietary” or the like. Confidential Information includes information regarding the Association’s organization, operations, programs, activities, policies, procedures, practices, financial information, financial condition, standards, policies, members, members’ information, and discussions that occur during Board meetings regarding or relating to Confidential Information. Confidential Information includes, but is not limited to, communications (including, but not limited to, emails), unpublished or pre-release versions of Association standards, internal use only documents and information, limited circulation documents and information, work product from outside sources (such as CPAs, attorneys, and consultants), and opinions from advisors (such as CPAs, attorneys, and consultants).

Any violation of this Confidentiality Policy will cause substantial damage to the Association and to parties that provided Confidential Information to the Association, and further may hamper productive Board discussions. In order to encourage and foster open and candid discussion at its meetings, the Board believes confidentiality must be maintained. Therefore, it is the policy of the Board that each Board member must keep confidential any and all Confidential Information, including, but not limited to, discussions that occur at Board meetings, and any and all materials coming out of such meetings and/or related thereto (e.g., correspondence, reports, etc.).

Without limiting any other requirement in this Confidentiality Policy, Board members shall:

1. Not disclose or permit to be disclosed any Confidential Information.
2. Not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written approval from the Board President, or as otherwise determined by the Board of Directors.
3. Use reasonable efforts to maintain the safekeeping and confidentiality of Confidential Information.
4. Not use any Confidential Information for any Board member’s own personal benefit or for the benefit of any party other than the Association.
5. Not violate any law regarding confidentiality with respect to the Confidential Information.

Any Board member who violates this Confidentiality Policy shall be subject to all rights afforded to the Association against such Board member, whether by law, contract, equity, or otherwise. Without limiting the immediately preceding sentence: (i) such Board member shall further be subject to such disciplinary measures as are applicable under the Association’s Amended and Restated Constitution and Bylaws (as may be amended from time to time); and (ii) the Association shall have the right to obtain injunctive relief (without being required to post any bond or other security), it being acknowledged and agreed that violation of this Confidentiality Policy will cause substantial harm to the Association for which damages would not be a fully adequate remedy. Violations of this Confidentiality Policy shall include, but are not limited to, disclosure of any Confidential Information, intentionally or unintentionally, to any party who is not entitled to such Confidential Information. Examples of violations of this Confidentiality Policy include, but are not limited to, the following:

1. Conversations concerning Confidential Information in a public area or outside of an official Board meeting.
2. Meetings and conversations regarding Confidential Information with persons and/or entities other than the Board, including friends and relatives.
3. Posting information about Confidential Information on social media.
4. Release of Confidential Information to the press.
5. Preparing materials for public relations or publication purposes, including the taking of photographs, when Confidential Information is involved.

Upon the end of a Board member’s term(s) on the Board, such Board member must promptly return to the Association all Association documents and Confidential Information (including, but not limited to, electronic and hard files), and permanently delete or destroy (as the case may be) all copies of the same. Such actions will not abrogate such Board member from his or her continuing obligations of confidentiality with respect to Confidential Information. The duties and rights under this Confidentiality Policy shall continue after service as a Board member.

The only exceptions to the duties under this Confidentiality Policy shall be: (i) as required by law and/or court order; and (ii) as otherwise approved in advance by the Board President, in writing. In the event that a Board member is compelled to disclose any Confidential Information pursuant to law, a subpoena, court order, or similar directive: (a) such Board member shall promptly notify the President and Secretary of the Association of such situation, and shall reasonably cooperate with the Association and Board in obtaining the appropriate protective orders to protect the Confidential Information; and (b) any disclosure of the Confidential Information under such circumstances shall not constitute a waiver of obligations of confidentiality under any other circumstances.

This policy is intended to supplement existing law and the Association reserves all rights and remedies with respect with any confidential or proprietary information as provided by law.

No failure on the part of any party to exercise, or any delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy by such party preclude any other or further exercise thereof, or the exercise of any other right or remedy. A waiver on one occasion shall not constitute a waiver on any other occasion.

In order to help ensure compliance with applicable laws, to provide for reasonable protections for the Association, to help avoid legal problems regarding violation of fiduciary obligations, and to achieve the other goals stated in this Confidentiality Policy, the Board has duly adopted this Confidentiality Policy as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as shown in the minutes of the meeting of the Board, such meeting having occurred on said date.

 Signature:

 Printed Name:

 Title: The Secretary of the Association

Understood and Agreed to, this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_

By:

Signature:

Printed Name:

Title: Director