

INFORMATION SYSTEMS SECURITY ASSOCIATION

CONFIDENTIALITY STATEMENT

THIS CONFIDENTIALITY STATEMENT (this "Statement") made by _____ (hereinafter referred to as "Board Member", "Advisor" or the "Recipient").

RECITALS:

WHEREAS, INFORMATION SYSTEMS SECURITY ASSOCIATION (hereinafter referred to as "ISSA") is a non-profit association of security professionals; and

WHEREAS, Recipient is an individual who has been elected to the ISSA International Board of Directors or has been engaged as an Advisor to the ISSA; and

WHEREAS, All ISSA International Board Member and all Advisors have a fiduciary duty to act in the best interests of ISSA at all times; and

WHEREAS, in connection with the Recipient's duties and involvement as an ISSA Board Member or Advisor, the ISSA will disclose to the Recipient information regarding the ISSA and will allow the Recipient to gather information regarding the ISSA; and

WHEREAS. As a condition to receiving such information from the ISSA, the Recipient is willing to be bound by the terms of this Statement.

NOW, THEREFORE, in consideration of taking the position as a member of the Board of Directors of ISSA or being involved as an Advisor, the Board Member and/or Advisor hereby state and agree as follows:

1. Information Defined. For purposes of this Agreement, the term "Information" shall include: (a) all information that the ISSA or its employees, agents, and representatives (including, without limitation, attorneys, accountants, dealers collectively, its "Representatives") may provide to the Recipient, whether supplied before or after the date of this Agreement, whether written, oral, pictorial or digital, which is non-public, confidential or proprietary in nature, including, but not limited to, all financial and tax information, trade secrets, methods of operation, methods of pricing, methods of marketing, customer and member lists and prospective customer and member lists, ISSA member personal and/or professional information specifications, data, plans, blueprints, manuals, drawings sketches, prototypes, models, computer programs, technical data, estimating, quotes, shipping and distribution data, and inventory data; and (b) all analyses, compilations, studies, pictures taken, or other documents prepared by the Recipient or the Recipient's Representatives which contain or otherwise reflect such information or any other information supplied or prepared for the Recipient's review to assist or enable the recipient to provide Services. It is further understood that all Information is and shall remain the

property of the ISSA and the ISSA reserves the right, in its sole discretion, to provide or not provide certain information.

2. Use. The Recipient agrees, that from the date of this agreement to a date ten (10) years after the Recipient is no longer an ISSA Board Member or Advisor, that Receipt shall use common sense and reasonableness to keep all Information confidential and shall not, without the prior written consent of the ISSA, disclose certain information, set out below, by the Recipient in any manner whatsoever, in whole or in part, and shall not be used by Recipient, other than in connection with Recipient's duties to the ISSA. Information to be kept strictly confidential shall include the following categories; A) financial and tax information, B) specific member information, C) information regarding specific Chapter Officers, D) specific vendor information including but not limited to negotiations, E) information regarding specific ISSA Board Members, F) all attorney client privileged information, G) all specific information to be deemed confidential by the ISSA Board of Directors, trade secrets, and H) proprietary information as set out in paragraph # 1 above. Nothing in this Agreement shall be construed to limit or negate the common law of torts or trade secrets or applicable state trade secrets law where such common law or state law provides the ISSA with broader protection than that provided by this Agreement.

This Paragraph shall be subject to Paragraph # 5 below.

In addition to all other protections provided to the ISSA, this Agreement specifically and without limitation prohibits Recipient from supplying information to the ISSA's competitor(s) or in any way using this information in concert with the ISSA's competitor(s) to compete with the ISSA.

3. Nondisclosure. Without the ISSA's prior written consent, unless otherwise required by law, the Recipient will not disclose to any person or entity the fact that the Information has been made available or the content of the Information.

4. Return of Information to the ISSA. At any time upon the ISSA's written request, the Recipient will immediately return to the ISSA all materials, including, without limitation, all copies or reproductions thereof, containing or reflecting any of the Information regarding the ISSA. All documents, memorandums, notes, pictures, computer files and other writings whatsoever prepared by the Recipient will be destroyed and such destruction shall be certified in writing to the ISSA by the Recipient.

5. Limitations. The confidentiality undertakings provided for above shall not apply to such portions of the Information which: (a) are or become generally available to the public through no fault or action by the Recipient; or (b) are or become available to the Recipient on a nonconfidential basis from a source, other than the ISSA, or its Representatives, which, to the Recipient's knowledge, is not prohibited from disclosing such portions to the Recipient by a contractual, legal or fiduciary obligation to the ISSA.

6. Notification of Requirement to Disclose. In the event that the Recipient or anyone to whom the Recipient transmits the Information receives notification of a legal

requirement to disclose, or becomes legally compelled to disclose, any of the Information, the Recipient will provide the ISSA with prompt notice of such an occurrence so that the ISSA may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Recipient shall immediately provide the ISSA with written notice of any breach of this Agreement including the disclosure or unauthorized use of any Information, cooperate with the ISSA in every reasonable way to assist the ISSA to regain possession of the Information and prevent its further unauthorized use. In the event that the ISSA is not able to seek a protective order, the Recipient shall furnish only that portion of the Information which the Recipient is advised by its counsel it is legally required to furnish.

7. Enforcement. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any right, power or privilege hereunder. It is further understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Recipient and that the ISSA shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by the Recipient but shall be in addition to all other remedies available at law or equity to the ISSA.

In addition to the enforcement provisions set out in this paragraph the ISSA Board of Directors shall be the sole judge of whether a Recipient has violated this agreement and the ISSA Board of Directors shall determine appropriate sanctions and/or enforcement. Violation of this agreement shall not be subject to the ISSA Ethics Complaint Process.

8. Binding Effect; Amendments. This Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns. The provisions of this Agreement shall not be modified, waived or amended except by written agreement executed by both parties. No failure or delay by a party in enforcing this Agreement shall constitute a waiver of that party's rights hereunder. The Recipient hereby agrees to indemnify and hold the ISSA harmless for any and all costs or expenses, including reasonable attorney's fees, resulting from the Recipient's breach or the breach by the Recipient's Representatives of the terms of this Agreement.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia. The Recipient agrees and consents to jurisdiction in the courts of the State of Virginia.

10. Severability. In the event that any portion of this Agreement may be held to be invalid or unenforceable for any reason, it is agreed that said invalidity or unenforceability shall not affect the other portions of this Agreement and the remaining covenants, terms and conditions, or portions hereof, shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provisions as to make it valid, reasonable and enforceable.

