

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CROOKED RIVER RANCH WATER COMPANY**

RESOLUTION 2023-005

The undersigned, being the Board of Directors ("Board") of the Crooked River Ranch Water Company, an Oregon mutual benefit non-profit corporation ("Company"), desire to take the following action at a duly-noticed Board meeting:

WHEREAS, Section 4.8(a) of the Company's Bylaws vests the Board with the responsibility for general supervision and financial oversight of the Company and authorizes the Board to take all actions necessary for the management of the Company to meet the Board's oversight and financial responsibilities, and Section 4.8(h) of the Company's Bylaws authorizes the Board to exercise such powers and to do such acts as it may find to be proper and necessary or expedient for accomplishing any of the Company's lawful purposes; and

WHEREAS, Section 4.8(j) of the Company's Bylaws authorizes the Board to adopt policies and procedures setting forth the specific manner in which the Board of Directors and individual Directors operate in furtherance of the powers and duties set forth in the Bylaws; and

WHEREAS, the success of the Company's business depends in part on its possession of confidential and/or proprietary information not generally known to others and the Company wishes to protect its confidential and/or proprietary information and ensure that all Directors agree to maintain the confidentiality of this information.

NOW THEREFORE BE IT RESOLVED, the Board determines that it is in the Company's best interest to require that all Directors execute a non-disclosure agreement for the purpose of ensuring the protection of the Company's confidential and/or proprietary information;

BE IT FURTHER RESOLVED, that the Board hereby directs each Director to execute the Nondisclosure Agreement attached hereto as Exhibit A prior to receiving any confidential and/or proprietary information or participating in any discussions involving confidential and/or proprietary information.

ACCEPTED AND AGREED AS OF THE 13TH DAY OF NOVEMBER 2023:

DocuSigned by:
Jim Hussey 11/13/2023

C7E058FB5804F
JAMES HUSSEY – DIRECTOR

DocuSigned by:
Carina J. Soubte 11/13/2023

E59960D9364C437
CARINA SOUBTE – SECRETARY/TREASURER

DocuSigned by:
Kent Inman 11/14/2023

2ED9E7C0D760478
KENT INMAN – DIRECTOR

DALE WILEY – DIRECTOR

DocuSigned by:
Mark Schneider 11/15/2023

016215C187489
MARK SCHNEIDER – DIRECTOR

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**CROOKED RIVER RANCH WATER COMPANY
CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT**

This Confidentiality/Non-Disclosure Agreement (“Agreement”) is entered into between Crooked River Ranch Water Company (“Corporation”) and _____, as a Director (“Director”) on the Corporation’s Board of Directors (“Board”).

RECITALS:

- A. The success of the Corporation’s business depends in part on its possession of confidential and/or proprietary information not generally known to others.
- B. The Corporation wishes to protect its confidential and/or proprietary information and ensure that all Directors agree to maintain the confidentiality of this information.
- C. Director acknowledges that the Corporation desires to protect its confidential and/or proprietary information, that his/her position creates a duty of trust and confidentiality to the Corporation with respect to its confidential and/or proprietary information, and as a condition of its good standing with the Corporation, Director agrees to be bound by the terms of this Agreement.

AGREEMENT:

WHEREFORE, the Corporation and Director agree as follows:

II. CONFIDENTIAL INFORMATION

- A. The term “Confidential Information” means information not generally known outside the organization, which concerns the Corporation or its business or technical information, including but not limited to: all oral communications made during a Special Meeting (until such time a majority of the Board determines that such information should not be treated as Confidential Information), competitively sensitive business information, customer lists, supplier lists, marketing and sales plans, financial information, business plans, costs, pricing information, employee information and data, personnel issues, legal advice, and all other concepts or ideas involving or reasonably related to the business or prospective business of the Corporation, or information received by the Corporation as to which there is a bona fide obligation, contractual or otherwise on the Corporation’s part, not to disclose, or when disclosure of such information could undermine the Corporation’s economic or legal position in the future.
- B. Director understands and agrees that the Corporation has taken all reasonable steps to protect the confidentiality of its Confidential Information.
- C. Director agrees not to use the Confidential Information for personal use or for the benefit of any other person, corporation or entity, other than the Corporation.
- D. Director agrees not to use the Confidential Information after the termination of his/her term as a Director.
- E. Director agrees not to disclose the Confidential Information to any person or entity, other than the Corporation, either directly or indirectly, at any time, without the prior consent of a majority of a quorum of the Board.

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- F. Director understands that the use and/or disclosure of Confidential Information may result in censure by the remainder of the Board as set forth below.
1. Upon the discovery by the Corporation that Director has used and/or disclosed Confidential Information not otherwise authorized by the Board, the remainder of the Board, by unanimous vote, may adopt a Resolution of Censure acknowledging the use or disclosure and directing Director to cease any further use or disclosure prohibited by this Agreement.
 2. Upon the discovery by the Corporation that Director has used and/or disclosed Confidential Information not otherwise authorized by the Board after the date of the Resolution of Censure, the remainder of the Board, by unanimous vote, may adopt a resolution calling on the resignation of the Director, and Director hereby agrees to tender such resignation upon receipt of the resolution.
 3. Director also understands that the use and/or disclosure of Confidential Information may result in an action at law or in equity in an appropriate court in the State of Oregon, and that without waiving the right to collect damages from Director, the Corporation shall be entitled to an injunction prohibiting the use and/or disclosure of Confidential Information.
- G. Director agrees that Confidential Information shall be and remain the exclusive property of the Corporation and shall not be removed from the premises of the Corporation under any circumstances without the prior written consent of a majority of a quorum of the Board of Directors, and if removed, shall be immediately returned to the Corporation upon any termination of the Director's term as a Director, and no copies thereof may be kept by Director.
- H. All notes, notebooks, memoranda, computers, drives, disks, and other repositories of information containing or relating in any way to Confidential Information shall be the property of the Corporation. All such items made or compiled by Director or made available to Director during the period of his or her term with the Corporation, including all copies thereof, shall be held by Director in trust and solely for the benefit of the Corporation, and shall be delivered to the Corporation by Director upon termination of his or her term on the Board of Directors, or at any other time upon the request of the Corporation.

III. NATURE OF RELATIONSHIP

It is expressly understood and agreed that this Agreement does not create or define the terms of any contract of employment or status as a Director, whether express or implied, nor does this Agreement create any guarantee of continuing as a Director.

It also is expressly understood and agreed, that pursuant to Article I above, Director shall not use or disclose Confidential Information after the termination of his or her term on the Board of Directors of the Corporation.

IV. MISCELLANEOUS PROVISIONS

- A. This Agreement shall inure to the benefit of the successors and assigns of the Corporation and shall be binding upon Director's heirs, assigns, administrators and representatives.

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- B. All provisions of this Agreement shall be severable for purposes of enforcement. If any provision or clause of this Agreement is unenforceable at law or in equity, such clause or provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall continue to be enforceable, according to its terms.
- C. This Agreement shall be interpreted under and governed by the laws of the State of Oregon.
- D. Any dispute between the parties arising under the Agreement or related to any matter that is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Oregon, provided that nothing in this Agreement shall prevent the parties from first attempting to resolve any such dispute through mediation or arbitration.
- E. This Agreement sets forth the entire Agreement as to subject matter. No modification, amendment, termination or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Corporation. Failure of the Corporation to insist upon strict compliance with any of the Articles, provisions, terms, covenants or conditions of this Agreement shall not be deemed a waiver of such Articles, provisions, terms, covenants or conditions.
- F. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements between the parties relating to confidentiality or non-disclosure.
- G. In the event of any dispute related to this Agreement, the prevailing party in that dispute shall recover its costs and attorney fees.
- H. This Agreement shall be effective on the latest date written below.

Director (Print name)

Corporation (Print name)

Signature

Signature of Corporation Representative

Date

Date