

NON-DISCLOSURE AGREEMENT

PARTIES

This Agreement dated _____ 2006 is between Island House Tenants Association, Inc., a New York Not-For-Profit Corporation (hereafter "CORPORATION"), and one of its directors _____ (hereafter "DIRECTOR").

CONFIDENTIALITY REQUIREMENTS

The CORPORATION may disclose confidential information, as defined below, to the DIRECTOR. The DIRECTOR shall not disclose confidential information to persons or entities that are not authorized to receive such information, even if the information has been made public. The DIRECTOR may disclose confidential information only if authorized by Board of Directors.

CONFIDENTIAL INFORMATION

Confidential information includes, but is not limited to, the following types:

1. Documents marked with "IHTA CONFIDENTIAL INFORMATION"
2. Individual employee data
3. Individual tenant data
4. Vendor proprietary data
5. Correspondence and communications with attorneys concerning legal strategies
6. Responses to Director's Conflict-of-Interest questionnaires
7. Other items, as determined and amended, in the Directors Confidentiality Policy

TERMINATION

After termination of Director from the Board of Directors, the requirements for non-disclosure continue for the DIRECTOR according to the following schedule:

-For confidential information of types 1, 2, 3, 4, and 6, the requirements for non-disclosure continue indefinitely, unless otherwise authorized by the current or future Board of Directors.

-For confidential information of type 5, the requirements for non-disclosure continue for 12 months after termination of the role of director.

- For confidential information of type 7, unless otherwise specified in the Directors Confidentiality Policy, the requirements for non-disclosure continue for 12 months after termination of the role of director.

ENFORCEMENT

In the event the DIRECTOR breaches this agreement, the CORPORATION is entitled to take action to protect the interests of the CORPORATION and its members, including preventing the further release of confidential information and sanctioning the offending director up to and including removal from the Board under the procedures outlined in Article 3, Section 8 of the IHTA By-Laws.

In the event that at least 2 directors (as per the number in Article 4, Section 3, i.e., the number of directors required to call a board meeting) believe there has been a breach by the DIRECTOR of the terms of this agreement, then they can raise the issue by calling a special Board Meeting in Executive Session to discuss the issue formally. In that Executive Session, if a majority of directors believe there to be have been a breach of confidentiality, they may recommend the remedies to a Members Meeting under Article 3, Section 8 of the IHTA By-Laws.

ISLAND HOUSE TENANTS ASSOCIATES, INC.

By: _____

Director