



Wild Sheep Foundation, Inc.

Director Confidentiality and Non-Compete Agreement

This is a Confidentiality and Non-Compete Agreement (“Agreement”) between the Wild Sheep Foundation, Inc. (WSF) and the undersigned, a Director (the “Director”), of the Board of Directors of WSF concerning the responsibilities of the Director. The Director agrees as follows:

1. The Director acknowledges that he or she has access to and knowledge about certain confidential business information which is the property of WSF, including its donors names, information concerning personal and business matters related to its donors and depositors, compensation paid to and the identity of WSF's employees, WSF's costs and expenses (e.g., rent, etc.), products, processes and procedures; software applications; web design; marketing approach; and all or part of WSF's donor prospect list, and any other materials related to the proprietary nature of WSF's operations, all of which is referred to in this Agreement as "Confidential Information". Confidential Information includes but is not limited to all records, whether original, duplicated, computerized, on line, handwritten or in any other form, and all information contained therein including names, addresses, telephone numbers, e-mail addresses, and financial information of any donor, depositor, borrower, account, investment managers, consultants, customer lead or prospect (hereinafter called “Related Party(ies)”).

WSF desires to protect the confidentiality of its Confidential Information, and the Director acknowledges the importance of WSF's doing so for the reasonable and proper protection, preservation and future development of WSF and its business. This Confidential Information is not generally known outside WSF and is used within WSF only on a “need to know” basis; is developed and acquired by expenditures of time, effort and money; and is unique and cannot be lawfully duplicated or easily acquired. Consequently, the Director agrees that all Confidential Information is the property of WSF and is deserving of trade secret status and protection. The Director understands that the goodwill and continued patronage of WSF's Related Parties is dependent upon maintaining the secrecy of the Confidential Information.

2. (a) The Director shall not at any time disclose to any person or entity for any purpose which conflicts with WSF's interests, the name, address, telephone number, e-mail address or any other information about any Related Party of WSF, or any other Confidential Information, unless authorized to do so in writing by the Board.

(b) The Director shall not, without the prior written consent of the Board in each instance, for a period of two (2) years after termination of engagement as a Director of WSF, directly or indirectly in capacities such as Director, partner, proprietor, director, officer, agent or consultant, solicit for any purpose which conflicts with WSF's interests, by any means, the business of any person or entity which was a Related Party of WSF at any time during the Director's period of engagement. This agreement "not to solicit" means that the Director will not, during the period of his or her engagement and for a period of two (2) years thereafter, initiate any contact or communication of any kind whatsoever, for the purposes of initiating, encouraging or requesting any Related Party to transfer an account to another donor advised fund or to discontinue its patronage and business relationship with WSF.

(c) The Director shall not employ or solicit the employment of any past or present Directors, employees and/or consultants of WSF for any purpose which conflicts with WSF's interests.

3. The Director agrees at all times during his or her service on the Board that WSF is owed a duty of loyalty and a duty to act in good faith.

4. Violation of this Agreement by the Director shall be good cause for immediate termination of the Director.

5. Upon termination of service with WSF, if requested, the Director shall deposit with WSF's designee any documents, records, notebooks, computer disks and similar repositories of Confidential Information received from WSF in his or her capacity as a Director about WSF and WSF's Related Parties.

6. If a court determines that any provision of this Agreement is illegal or unenforceable, the remaining provisions shall be separated from the illegal or unenforceable ones and WSF and the Director agree to the enforcement of the remaining provisions in accordance with their terms. If the Director violates or is determined to have violated any of the restrictive provisions set forth in paragraphs 1-4 above, the Director understands that such violation will cause irreparable harm to WSF, and WSF shall be entitled to injunctive relief to enforce such provisions, including provisional or temporary relief.

7. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MONTANA. WSF AND DIRECTOR AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE CITY OF BOZEMAN AND STATE OF MONTANA. THE DIRECTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN THE STATE OF MONTANA; WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS; WAIVES TRIAL BY JURY; AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS SHALL BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED DIRECTED TO THE DIRECTOR'S LAST KNOWN ADDRESS. SERVICE SO MADE SHALL BE COMPLETED TWO (2) DAYS AFTER THE SAME SHALL HAVE BEEN POSTED AS AFORESAID.

8. The Director has read and reviewed this Agreement in its entirety and has been given an opportunity to ask WSF questions about it. The Director has been given an opportunity to consult with an attorney of their choice. The Director fully understands the terms and conditions of this document and knowingly and freely agrees to abide by them.

In addition to the foregoing, the Director understands that he/she has an additional thirty (30) days from the day this Agreement is signed to continue to review it and seek legal counsel. At any time within these thirty (30) days, the Director may rescind this Agreement by discontinuing service on the Board of WSF. To the contrary, however, if service on the Board of WSF is continued beyond said (30) thirty days, such continuation of service will constitute the Director's ratification and complete acceptance of the terms of this Agreement.

WSF and the Director have agreed to the above terms and conditions by signing this Agreement as of the date indicated below.

WSF:

DIRECTOR:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____