



Board Member Affirmation and Agreement of Confidentiality

1. As a member of the USA Judo Board of Directors, I acknowledge the importance of confidentiality with respect to the affairs of USA Judo. It is imperative that members of the USA Judo Board function in an atmosphere of mutual trust and respect, and that all matters of a confidential nature acquired by virtue of one's position with USA Judo are treated professionally, with good judgment, and with due care and discretion to avoid unauthorized or improper disclosures.
2. While board members are expected and encouraged to discuss the organization with one another, their constituents, and targeted third parties (from time to time), they shall not report opinions expressed in meetings, nor shall they report independently on committee action, or engage in any communication that has not been approved by the CEO or that would not be supported by board policy, procedures, or decisions.
3. Notwithstanding the foregoing, as a Board member, I recognize that there are issues that come before the Board that should not be shared with individuals or organizations outside of the Board or USA Judo and that disclosure of proprietary, confidential or privileged information could harm USA Judo, its business relationships or individual(s) associated with it. As part of the fiduciary duty of Board members, any issue brought before the Board that is proprietary, confidential or privileged (or otherwise declared to be not for public dissemination) shall be treated and maintained in a confidential manner.
4. Information or topics requiring confidentiality and not subject for disclosure to any other party may include, but are not limited to, the following, unless it is determined by vote of the Board that the same should be shared publicly:
 - Draft Strategic and business plans, including as pertains to operations, marketing, and membership (including data and statistics).
 - Financial information and projections, including budgets in the planning stages, prior to being finalized and available for publication.
 - Information regarding capital asset decisions, borrowing decisions, expansions or closures, and other plans that may have impact on USA Judo's competitive position relative to other organizations.
 - Plans for products or services, and customer or supplier lists.
 - Contract negotiations.
 - Information gained from staff performance reviews and personnel files, including information pertaining to performance, evaluation data, compensation, grievances or discipline.
 - Risk management information and litigation information.
 - Discussions with or advice provided by legal counsel, other professionals or consultant(s), to the extent confidential and/or privileged.
 - Materials distributed to members of the Board of Directors for Board meetings, which are intended only for Board members for purposes of Board meetings and are not to be shared or forwarded.
 - Matters discussed in Executive Sessions of the Board of Directors and materials distributed to Board members pertaining to Executive Sessions of the Board of Directors.
 - Any other information that should reasonably be recognized as confidential information of USA Judo

and the Board of Directors.

- Any information generated by a Director that contains, reflects or is derived from any of the foregoing.

This list specifically excludes documents or other information posted by USA Judo on its website.

5. If a Director is uncertain as to whether any particular information is to be treated as confidential information, the Director shall promptly inquire of the President of the USA Judo Board of Directors (the “President”) and/or the USA Judo Chief Executive Officer (the “CEO”).
6. A Director may disclose confidential information received solely to the following: other sitting members of the BOD, USA Judo’s officers, or legal counsel who have a need to know it and who are subject to legally enforceable obligations in connection with the confidential information.
7. A Director shall notify the President and/or the CEO immediately in the event they become aware of any unauthorized use or disclosure of confidential information, or any allegation of unauthorized use or disclosure of confidential information.
8. I affirm my understanding of the foregoing and agree that (i) I will keep confidential, during and after service on the Board of Directors, all confidential information acquired by me pertaining to USA Judo and any related activities in the course my service on the Board of Directors, (ii) I will not use any confidential information for my own benefit or for the benefit of any person or entity other than USA Judo and (iii) I will not permit or allow any confidential information to be used in competition with USA Judo.
9. I acknowledge and agree that all confidential information is the exclusive property of USA Judo and I have no independent or individual claim to any confidential information for any purpose.
10. During my tenure of service on the USA Judo Board of Directors, and at all times thereafter, I shall take all reasonable steps to prevent unauthorized disclosure or use of any confidential information.
11. Notwithstanding anything herein:
 - (a) Confidential information shall not include information which: (i) was or becomes publicly available other than as a result of disclosure by Director, or any other Director, in breach of this Affirmation and Agreement of Confidentiality, (ii) language or conduct which may reasonably be interpreted as a potential SafeSport or USAA Policy violation and information about which is to be reported pursuant to and through USA Judo Disciplinary Proceeding and Grievance Policy channels, and (iii) evidence of illegal activity or abuse, in which case the information may be reported to SafeSport or to the appropriate state or local authorities.
 - (b) If a Director is requested in any legal, judicial or regulatory proceeding or investigation to disclose any confidential information, the Director shall, to the extent reasonably practicable and not prohibited by law, judicial or regulatory authority, give USA Judo’s President and/or its CEO prompt notice of such request so that USA Judo may, at its sole cost and expense, seek a protective order or other appropriate remedy. In the absence of a protective order, the Director may, without liability hereunder, furnish that portion (and only that portion) of the confidential information that, in the advice of his/her internal counsel, they are required to disclose in connection with any such proceeding or investigation.
12. Upon written request of USA Judo at any time, I shall, within five (5) calendar days of my receipt of such request, promptly return or destroy in a manner acceptable to USA Judo, all requested written documents and other materials containing confidential information, including any copies or excerpts thereof, in my possession and I shall certify in writing to USA Judo, coincident with my return or destruction of such confidential information that all such confidential information has been returned or destroyed.

13. I understand that it is the responsibility of the Board of Directors to address infractions of confidentiality by
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individual Directors and to take or seek action to remedy the problem. I also understand that if any alleged infractions of confidentiality by a Director occurs, it is the expectation that those with knowledge of the infraction will immediately notify the USA Judo Ethics and Grievance Committee (“EGC”). The Director shall submit to a hearing before EGC by which the EGC will determine, by a preponderance of the evidence, whether Director has violated any of the Director’s obligations of confidentiality. In the event the EGC determines that the Director has violated any of such Director’s obligations of confidentiality, a vote to remove Director shall be conducted no later than sixty (60) days following the EGC ruling in accordance with the USA Judo Bylaws.

14. In the event an individual Director chooses not to sign this Agreement, the Board may vote to remove the Director for “cause” as stated in Section 7.12 of the USA Judo Bylaws and/or may ask the Director to drop off of a Board call or leave a Board meeting during any executive or otherwise closed session.
15. Nothing contained herein shall limit USA Judo’s ability to seek injunctive or other equitable relief as a remedy for violation of a Directors obligations of confidentiality, including, but not limited to, temporary or permanent injunctions to terminate any ongoing disclosure of confidential information.
16. I acknowledge that I have read all of the above and agree to abide by it.

Board Member Signature

Date

Print Name:_____