

Mozilla Reps Program Agreement

In order to officially represent Mozilla Corporation (“Mozilla”) in your country or region as part of our Mozilla Reps Program (that is, to become a “Mozilla Rep”) you must indicate your agreement to the terms below by completing and signing this Agreement and returning it to Mozilla at bking@mozilla.com.

Background :

The Mozilla Reps Program (aka ReMo), is a program designed to provide a framework and specific tools to help Mozilla Reps be the eyes, ears and voice of Mozilla. Anyone who is passionate and knowledgeable about Mozilla and who is ready to dive deeper into the project can apply to become a Mozilla Rep. The Mozilla Reps Program helps push responsibility and authority to the edges, making it much easier for volunteers to organize and/or attend events, recruit and mentor new contributors, and better support their local communities.

1) The Mozilla Reps Program is open to anyone who is:

- passionate about the Mozilla Project
- knowledgeable of the Mozilla organization, its mission, its products and its community
- willing to communicate to as many people as possible and keen to inspire people to contribute to Mozilla

2) As a Mozilla Rep you agree to take on the following Responsibilities:

- Represent Mozilla in your country/region.
- Promote the Mozilla Project and mission.
- Build on and support existing/future local community efforts and programs.
- Inspire, recruit and support new contributors.
- Support and mentor future Mozilla Reps.
- Document clearly all of your activities.

3) You agree that, as a Mozilla Rep:

- You are authorized to speak for and about Mozilla with respect to your Responsibilities identified above.
- You can use your role as a Mozilla Rep only to benefit the Mozilla Project and mission and the Mozilla community and programs.
- You are not authorized to bind Mozilla in any way, or sign any agreements on behalf of Mozilla.
- You are not an employee or agent of Mozilla and cannot represent yourself as such.

- You cannot use your role as a Mozilla Rep to raise money for yourself. You also cannot use your role as a Mozilla Rep to raise money for your group, unless pre-approved by the Mozilla Reps Council.
- You absolutely may not bribe any government officials on Mozilla's behalf or in your capacity as a Mozilla Rep.
- You cannot engage in any activities that violate the laws of your locale, Mozilla's policies, or the rights of any group or individual.
- You will comply with the Mozilla Non-Disclosure Agreement attached as Exhibit A.
- You will behave in a professional and respectable manner when acting as a Mozilla Rep.
- You may not use the Mozilla brand or trademarks without the prior consent of the Mozilla Reps Council (except in materials provided to you by Mozilla), and any such permitted use is limited to fulfilling your Responsibilities under this Agreement.
- Your Responsibilities under this Agreement are not transferable to any other person or group.
- Mozilla has a right to terminate this Agreement and your involvement in the Mozilla Reps Program at any time for any reason.

Signed: _____

Date: _____

Printed Name: _____

Address: _____

EXHIBIT A

MOZILLA NONDISCLOSURE AGREEMENT

You and Mozilla Corporation have agreed that you will serve as a Mozilla Rep. In performing your duties as a Mozilla Rep (the “**Services**”), you may come into contact with Confidential Information (as defined below). Your authorization as a Mozilla Rep is conditioned upon your agreement to the following terms and conditions.

1. Confidential Information

- A. While Mozilla runs various open source projects and is committed to being an open company, it is a fact of doing business that from time to time there is certain information that Mozilla is not able to make public. In the course of providing the Services to Mozilla, you may come into contact with such confidential information through your daily dealings with Mozilla and its employees, through attending meetings and events, discussions with co-workers, access you are provided to tools and websites, or simply by being on site and overhearing conversations. “**Confidential Information**” includes, but is not limited to: (a) personal and potentially personal information of the users of the Mozilla websites and products; (b) non-public information related to Mozilla’s financial results, business strategy, distribution relationships or business performance; (c) matters of a technical nature such as inventions or research projects; (d) matters of a business nature such as costs, profits, policies, members, and strategies; and (e) personnel and other information which has not been disclosed by Mozilla to the general public. You agree that you will not use or disclose Confidential Information, for any purpose except in the course of and for the purposes of performing the Services on behalf of Mozilla. You shall obtain no right, title or interest in the Confidential Information and shall return all tangible Confidential Information upon request.
- B. For purposes of clarification, Confidential Information does not include information that you can document: (i) has legally and properly entered the public domain through another source and through no fault of yours (e.g., code in Mozilla public repositories, non-confidential bugs in the Mozilla bug tracking system, discussions in public discussions groups); (ii) was rightfully known to you or was rightfully in your possession, without an obligation to keep it confidential, prior to the commencement of your work on behalf of Mozilla; or (iii) was approved for release by written authorization of Mozilla. For purposes of clarification, information that does not fall within the foregoing definition of Confidential Information will not be subject to the terms and conditions of this Agreement.

2. Obligations

- A. You will always use at least a commercially reasonable standard of care to prevent the unauthorized disclosure or dissemination of Confidential Information.
- B. You will not disclose Confidential Information to anyone else, except as expressly allowed in this Agreement.
- C. Notwithstanding anything to the contrary, you may disclose Mozilla’s Confidential Information (i) to the extent approved in writing in advance by Mozilla; (ii) to the extent you are legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, you give Mozilla reasonable advance notice of any such disclosure to the extent reasonably possible and cooperate with Mozilla in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure of the Confidential Information, (iii) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (iv) in confidence, to legal counsel; and (v) in connection with the enforcement of this Agreement or any rights hereunder.
- D. All tangible Confidential Information shall remain the property of Mozilla, and upon request by Mozilla, you shall immediately return or destroy, at Mozilla’s option, all of Mozilla’s tangible Confidential Information, including copies.

- E. No license, title, or right with respect to any Confidential Information is granted by Mozilla to you under any patents, patent applications, trademarks, copyrights, trade secrets, or otherwise.
- F. The parties acknowledge that products, software, and technical information or data disclosed under this Agreement may be subject to U.S. export laws and regulations.

3. Disclaimers

- A. In no event shall you be deemed to have any right or interest in or to any Confidential Information of Mozilla.
- B. All information provided hereunder is "AS IS" and without warranty.
- C. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party and each party reserves the right, in its sole discretion, to terminate any discussion at any time without liability to the other party or any third party.
- D. This Agreement is not intended to be nor shall it be construed as a joint venture, partnership, or other formal business entity.

4. Duration

- A. Unless mutually agreed otherwise in writing, your obligations hereunder with respect to each item of Confidential Information shall survive termination of this Agreement until all Confidential Information is no longer subject to protection under the terms of this Agreement.
- B. You may not assign or transfer, in whole or in part, any of your rights, obligations or duties under this Agreement without the prior written consent of Mozilla.

5. Term

- A. This Agreement shall be effective as of the Effective Date and may be terminated immediately by either party without cause with respect to further disclosures, upon written notice to the other party.
- B. Unless terminated earlier, this Agreement shall automatically expire concurrently with the Mozilla Reps Program Agreement; provided, however, that the rights and obligations accruing prior to termination as set forth herein shall survive the termination for the remainder of the period specified in Section 4(A) above.

6. General

- A. The parties agree that your breach of any part of this Agreement may cause immediate and irreparable injury to Mozilla due to the potentially unique nature of Mozilla's Confidential Information.
- B. This Agreement will be governed and construed in accordance with California law, without regard to its conflict of law principles.
- C. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications.
- D. This Agreement may not be amended or modified except by a writing signed by both parties.