

# Non-Disclosure Agreement

Under the leadership of the Oklahoma Bankers Association, the Information Security MAFIA (“ISMAFIA” or “the group”) is being formed to facilitate the sharing of information regarding financial institution-related technology issues, including but not limited to information about cyber-security threats and attacks, as well as information about countermeasures, clues and suspects, between financial institution IT professionals, the Oklahoma Bankers Association, and selected members of the law enforcement community.

The information to be shared during the meetings will, from time to time, be of a highly confidential and sensitive nature. In order to promote the free exchange of information without fear of 1) public dissemination or 2) use of the information for personal gain or the gain of the listener’s institution or 3) jeopardizing investigations and/or prosecutions, each participant and the institution the participant represents is required to agree to the terms set forth in this Non-Disclosure Agreement (“NDA”) before participating in the group.

This agreement will benefit each participant as well as foster the achievement of the aforementioned purposes of the group.

**In consideration for the benefits received, the undersigned participant and the institution he/she represents agree to the following terms:**

1. No financial institution participant shall discuss the group’s meetings, or discussions that take place during the meetings, with the press.
2. No participant shall provide information about the identity of the participants to the press.
3. Financial institution participants may share what they hear at the meeting only with management of their institutions and management must agree to hold the information confidential and not disseminate it further, except to the extent that management of the institution may need to refer to the information when making alterations in policies, procedures, training, personnel, or technology.
4. In order to avoid reputational damage and prevent institutions from using what is learned at meetings to gain a competitive advantage, information gleaned from the meetings must be anonymized by a participant before it is shared with management of the participant’s institution. For example, if Typo Bank reports at a meeting that its online banking records were hacked and it had to close accounts, contact customers, etc., the participant could share with management that an Oklahoma bank’s online banking customer database had been hacked and what is known about how the hack took place, but could not identify the bank.
5. Restrictions on disclosure shall not apply to any part of the information that: (a) is or is made publicly available by the group; or (b) was or is rightfully obtained by a participant from a source other than the group. If only a portion of the

information is, or is made, publicly available then only that portion shall be excluded from the use and disclosure obligations contained herein. Each participant agrees to give 10 days' advance written notice to Elaine Dodd at the Oklahoma Bankers Association as the representative for the group before the participant may release of any portion of the information that participant believes is, or has become, publicly available along with documented evidence upon which such belief is based.

6. Should any participant become legally obligated to disclose the information due to a subpoena or other legal process, the participant shall promptly notify the group and, upon the request of the group, shall cooperate with the group in contesting such a disclosure.
7. No financial institution participant shall be allowed to attend a meeting of the group unless and until the participant has signed this agreement and the institution he/she represents has signed this agreement.
8. To the extent the meetings may be held telephonically from time to time, participants agree to listen to the call in an environment where it cannot be overheard and agree not to allow anyone to listen to the call who has not signed this NDA.
9. Participants agree not to record or broadcast any of the meetings in whole or in part.
10. If confidential documents are disseminated to participants, participants agree to safeguard those documents from unauthorized access, misuse, or dissemination
11. All Information disclosed under this agreement shall remain the property of the group and not any individual participant or institution. Nothing in this Agreement shall be construed as granting a license or copyright to any individual participant.
12. The NDA shall remain in full force and effect even after the group ceases to exist, a participant ceases to participate, or the participant changes employment.

Date: \_\_\_\_\_

\_\_\_\_\_  
(print participant's name)

\_\_\_\_\_  
(signature of a member of senior management from participant's institution)

\_\_\_\_\_  
(participant's signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization/Institution represented

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_