# **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 your mentor.

#### 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 (www.mozilla.org)
- 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.

#### <u>3)You agree that, as a Mozilla Rep:</u>

- 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 persons, including 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 agree to the terms of, and 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. Similarly you may terminate this Agreement and your involvement in the Mozilla Reps Program at any time. Certain terms of the Mozilla Non-Disclosure Agreement shall survive any termination of this Agreement as set forth in the Non-Disclosure Agreement.
- You confirm that at the time of signing this Agreement, you are at least 18 years of age.

Signed:	Date:	
Printed Name:		
Address:		

# EXHIBIT A

# **Confidentiality Agreement for Mozilla Volunteers**

In order for you to have access to confidential information about Mozilla Corporation, Mozilla Foundation, or other Mozilla related entities ("<u>Mozilla</u>"), or any Mozilla partners, and become an "<u>NDA'd Mozillian</u>" you must indicate your understanding and agreement with the terms in this Confidentiality Agreement (also referred to as a non-disclosure agreement, "<u>NDA</u>"). This NDA forms a legal agreement between you and Mozilla.

#### 1. Scope

Mozilla is an open source software project committed to being as open as possible. Sometimes, however, certain information is not intended to be public and is to be treated as confidential (<u>"Confidential Information</u>"). During the course of your volunteering, you may receive Confidential Information as part of your activities for Mozilla (<u>"Activities</u>"). The purpose of this NDA is to explain what information is considered Confidential Information, your obligations with respect to Confidential Information, and whom you should contact if you have questions or suspect a leak of Confidential Information.

#### 2. How do you know if information is Confidential Information?

You'll know information is Confidential Information if:

- a) the person disclosing the information tells you that the information is confidential;
- b) there is a notation on the email, document or material to indicate that the information is confidential; or
- c) the information is not public and made available in an internal Mozilla meeting to which you are invited, or is made available to you through a permission-required or password-required online document, mana page, or other form of access restriction.

Some examples of Confidential Information include:

- unannounced marketing and communications materials related to Mozilla campaigns and product launches (including partners, dates, and product release plans);
- non-public source code and plans related to unannounced Mozilla projects;
- metrics and dashboards on performance that are labeled confidential;
- data related to Mozilla users, volunteers, or employees (including contact information, profile information, server logs, etc.); and
- discussions on Mozilla and partners shared in any internal company meetings for Mozilla staff and NDA'd Mozillians.

If you're unsure if information is Confidential Information, ask the person who you received the information from before sharing or acting on the information. Alternatively, you can always email legal-notices@mozilla.com, which goes to "Mozilla's Legal Team".

# 3. What are your obligations when handling Confidential Information?

### You will only use Confidential Information to perform your Activities on behalf of Mozilla.

You will not publicly disclose or share the Confidential Information with any other persons, except with other Mozilla employees or other volunteers under an NDA with Mozilla as noted below.

You will:

- a) only share the Confidential Information if the person disclosing the information tells you that it can be shared,
- b) only share the Confidential Information with the specific group or individuals Mozilla authorizes you to share with; and
- c) use appropriate judgment and access restrictions to prevent unauthorized disclosure.

## 4. When do your obligations end?

Your obligations continue for as long as the information remains confidential, even if this NDA ends. Only when the information is publicly announced or made publicly available by Mozilla (or its partner) is the information no longer considered Confidential Information. If you're unsure, ask the persons who provided you with the Confidential Information or email Mozilla's Legal Team.

### 5. When does this NDA end?

This NDA lasts for one year from the date of your acceptance of this NDA. After a year, you may receive a notification to renew this NDA. Renewal would be appropriate if, at the time of renewal, you meet the following criteria: (a) you are still an active volunteer and (b) you may have access to Confidential Information as part of your Activities.

If the NDA ends and is not renewed, you will be removed from certain channels of communication in which Confidential Information is shared (for example, monthly company meetings on Air Mozilla or certain email distribution lists). If, for any reason, you have continued access to Confidential Information, you remain under an obligation to keep such information confidential. If you receive Confidential Information after the expiration of this NDA, you will notify the person disclosing the information that you should not have received the information. You can email <u>legal-notices@mozilla.com</u> to stop receiving Confidential Information or to end this NDA prior to the one year expiration date.

#### 6. What else do you need to know?

Here are a few other key terms that you should be aware of:

- a) you understand that your breach of this NDA may cause immediate and irreparable injury to Mozilla due to the potentially unique nature of the Confidential Information;
- b) you are not authorized to bind Mozilla in any way, or sign any agreements on behalf of Mozilla;
- c) you are not an employee or agent of Mozilla and cannot represent yourself as such;
- d) this NDA is not transferable to any other person;
- e) this NDA is governed and construed in accordance with California law in the United States of America, without regard to its conflict of law principles;
- f) in the event of a conflict between a translated version of this NDA and the English language version, this English language version shall control; and
- g) this NDA constitutes the entire agreement between you and Mozilla on the subject matter herein and supersedes all previous and related communications relating to the subject matter herein.