



Homestead Funds

4301 WILSON BLVD.
ARLINGTON, VA 22203

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into, to be effective as of _____ (“Effective Date”), by and between **Homestead Funds, Inc. and Homestead Funds Trust** (collectively “Homestead Funds”), with their principal place of business located at 4301 Wilson Boulevard, Arlington, VA 22203, and _____ (“Employer”), with its principal place of business located at _____.

Each of Homestead Funds and Employer is a “Party,” and together they are the “Parties.”

In consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

- Purpose.** Homestead Funds is an open-end management investment company, commonly known as a “mutual fund,” open to investment by retail and institutional investors. Employer is a _____. Employer has encouraged its employees to save by offering an employee savings program (the “Program”) whereby Employer has offered to match certain contributions made by employees (“Contributors”) in Homestead Funds. In order to assist Employer with certain administrative services related to the Program, the Parties would like to exchange certain Confidential Information (as that term is defined herein) regarding Contributors and their investment activity in Homestead Funds.
- Meaning of Confidential Information.** For the purposes of this Agreement, the term “Confidential Information” shall mean all information and documentation, in whatever form, tangible or intangible, pertaining to the business of the disclosing Party, including but not limited to shareholder or client information (including but not limited to names, addresses, account numbers, transactions and account balances), trade secrets, patents, copyrights, data files and proprietary information of a disclosing Party that: (a) has been marked “confidential” at the time of disclosure by such Party; (b) if disclosed orally or not marked “confidential,” was subsequently summarized in writing by such Party and marked “confidential”; or (c) with respect to information and documentation of Homestead Funds, whether marked “confidential” or not, consists of Homestead Fund’s shareholders’ confidential information and documentation included within any of the following categories: (i) account holder information, including but not limited to personal identifiers, FBO, address, account number, account balances, account transactions and type of account; (ii) information regarding business plans (strategic and tactical) and operations (including performance); (iii) information regarding administrative, financial or marketing activities; (iv) pricing information; (v) personnel information; (vi) products and services offerings (including specifications and designs); (vii) processes (e.g., technical, logistical and engineering); or (viii) files containing employee user account information and assignments of permissions to those accounts. Confidential Information also includes the existence of this Agreement and the fact or nature of the discussion or negotiations between the Parties.
- Exclusions of Confidential Information.** The term “Confidential Information” does not include any information or documentation that was: (a) already in the possession of the receiving Party without an obligation of confidentiality, prior to the Effective Date of this Agreement; (b) developed independently by the receiving Party, as demonstrated by the receiving Party, without violating the disclosing Party’s proprietary rights; (c) obtained from a source other than the disclosing Party without an obligation of confidentiality; or (d) publicly available when received, or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of the receiving Party or another third party).
- Compelled Disclosures.** A disclosure of Confidential Information required under legal process shall not be considered a breach of confidentiality by the receiving Party or a waiver of such obligation by the disclosing Party. Before any such disclosure, however, the receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the disclosing Party to enable such Party to seek a protective order or prevent disclosure. If such protective order or other remedy is not obtained, the receiving Party agrees that it will disclose only that portion of the Confidential Information that it is advised by counsel is legally required to be disclosed, and will reasonably cooperate with the disclosing Party’s efforts to obtain reliable assurance that

confidential treatment will be accorded to such Confidential Information. The receiving Party will continue to treat any disclosed Confidential Information pursuant to this section as confidential.

5. **Use of Confidential Information.** The receiving Party shall use the Confidential Information solely in furtherance of the Purpose. The Parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of or disclose such Confidential Information to third parties other than employees, agents, contractors or subcontractors of such receiving Party who have a legitimate need to know in connection with this Agreement. Each Party agrees to advise its respective employees, agents, contractors and subcontractors of their obligations of confidentiality hereunder and require the same to keep such information confidential and adhere to the obligations contained in this Agreement.
6. **Ownership of Confidential Information.** Unless otherwise agreed to by the Parties in writing, the Confidential Information of the disclosing Party and any copies thereof, whether created by the disclosing Party or the receiving Party, shall remain the property of the disclosing Party. The disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the receiving Party of any rights to or under the disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.
7. **Right to Request Deletion.** In order to comply with state laws and regulations relating to personal information, Disclosing Party may, upon 30 days' prior written notice to Receiving Party, request the deletion of all or a portion of the Confidential Information. Receiving Party will promptly delete the requested Confidential Information and within five (5) days provide written confirmation to the Disclosing Party that the Confidential Information has been deleted. Notwithstanding the foregoing, the Receiving Party may maintain copies of Confidential Information pursuant to applicable document retention rules and regulations.
8. **Disclaimer and Acknowledgement.** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." Each Party acknowledges that the disclosing Party has not made any representation or warranty as to the accuracy, completeness or performance of its Confidential Information and each agrees, unless otherwise agreed in writing, that the disclosing Party shall have no liability resulting from the use of the Confidential Information.
9. **Prevention and Notice of Unauthorized Use.** Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information exchanged pursuant to this Agreement. Without limitation of the foregoing, each Party shall advise the other Party immediately in the event that either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and each Party will cooperate with the other Party in seeking an injunction or other equitable relief against such person. Each Party acknowledges that the breach of its obligations of confidentiality may give rise to irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, each Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.
10. **Data Security.** Without limiting each Party's obligation of confidentiality as further described herein, the receiving Party shall be responsible for establishing and maintaining an information security program that is designed to: (i) protect the security and confidentiality of the Confidential Information to include encryption of Confidential Information during transmittal; (ii) detect and protect against any anticipated threats or hazards to the security or integrity of the Confidential Information; (iii) protect against unauthorized access to or use of the Confidential Information; (iv) provide for the proper disposal of Confidential Information; and (v) confirm that all subcontractors of the receiving Party, if any, comply with all of the foregoing. In no case shall the safeguards of receiving Party's information security program be less stringent than the information security safeguards required by the regulatory and contractual standards governing Confidential Information.
11. **Breach Notification.** Where there is a suspected or actual breach of Confidential Information under this Agreement, the receiving Party shall (a) notify the other Party of such violation as soon as practicable, but in no event later than twenty-four (24) hours after confirmation of such violation, and (b) inform the other Party whether the applicable Confidential Information was in the possession or under the control of the receiving Party or its agents, contractor or subcontractor at the time of such violation. Additionally, the receiving Party shall (i) at its own expense, promptly investigate, contain and address the violation; (ii) advise the other Party as to the steps being taken with respect to such violation, and, where applicable, such steps reasonably designed to prevent future occurrences; and (iii) assist the other Party, at no additional cost, with any investigation necessary to comply with applicable law or regulation.

12. **Term; Termination and Return of Confidential Information.** This Agreement is legally binding as of the Effective Date, and, unless otherwise terminated by mutual written agreement of the Parties, the obligations of the Parties hereunder will continue and remain binding for a period of five (5) years from the Effective Date (except with respect to any Homestead Funds shareholder information where such obligation is perpetual unless the Receiving Party has deleted such Confidential Information). Upon termination of this Agreement or written request by the disclosing Party, the receiving Party will: (a) cease using the Confidential Information; (b) return to disclosing Party or destroy the Confidential Information and all copies, notes or extracts thereof within five (5) business days; and (c) confirm in writing that receiving Party has complied with these obligations.
13. **Export.** Receiving Party agrees not to remove or export any Confidential Information or any direct product thereof, except in compliance with all applicable export laws and regulations.
14. **Immunity Under the Defend Trade Secrets Act.** Each Party acknowledges the limited immunity provided by the Defend Trade Secrets Act for certain disclosures of trade secret information and will not hold a Party civilly liable under any federal or state trade secret laws for disclosures: (a) made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (c) made by an individual who files a lawsuit for retaliation by an employer for reporting suspected violation of law, discloses the trade secret information to the attorney of the individual and uses the trade secret information in the court proceeding, provided that the individual (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret except pursuant to court order.
15. **Miscellaneous.**
- 15.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the federal laws of the United States of America. The Parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the Commonwealth of Virginia in all questions and controversies arising out of this Agreement.
- 15.2 **Publicity.** Neither Party will make, or authorize a third party to make, any public announcement or other disclosures related to this Agreement or any potential agreement or relationship with the other Party, without the prior approval of the other Party. Furthermore, neither Party shall use any trade name, trademark, logo or any other proprietary rights of the other Party in any manner without prior written consent.
- 15.3 **No Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision. An effective waiver under this Agreement must be in writing signed by the Party waiving its right.
- 15.4 **Notices.** Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail.
- 15.5 **Assignment of Agreement.** This Agreement and the obligations of the Parties hereunder are personal to the Parties. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, and any attempted assignment, subcontract, delegation or transfer in violation of this Agreement, whether such assignment is effected in connection with a sale of a Party's assets or stock or through merger, an insolvency proceeding, or otherwise, without the prior written consent of the other Party, will be null and void. The terms of this Agreement will be binding upon assignees.
- 15.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between the Parties as to the subject matter of this Agreement. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. This Agreement may only be amended by an instrument in writing signed by

both Parties. This Agreement does not create any agency or partnership relationship. Each of the Parties acknowledges that it has had the opportunity to review this Agreement with its legal counsel.

15.7 **Cumulative Remedies.** All rights and remedies of a Party herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, or temporary and permanent injunctive relief.

15.8 **Counterparts and Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that an electronic signature shall have the same force and effect as an original signature.

Executed on the dates set forth below by the undersigned authorized representatives of the Parties to be effective as of the Effective Date.

HOMESTEAD FUNDS INC.

("Employer")

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Address for Notice:	Address for Notice:
Homestead Funds 4301 Wilson Blvd. Arlington, VA 22203	
Attention: Legal	Attention:

HOMESTEAD FUNDS TRUST

By:	
Name:	
Title:	
Date:	

Address for Notice:
Homestead Funds
4301 Wilson Blvd.
Arlington, VA 22203
Attention: Legal

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