



# Church of Scientology Flag Service Organization

(hereinafter referred to as "FSO")

## Confidentiality Agreement

I, \_\_\_\_\_ ("Parishioner") HEREBY ACKNOWLEDGE that I am voluntarily applying to participate in RELIGIOUS SERVICES which involve the delivery or study of certain information or materials (the "Advanced Technology," referred to below) that are strictly confidential and are only made available to me based upon my understanding and agreement to respect and preserve their confidentiality forever in accordance with the provisions of this Agreement.

The purpose of this Agreement between Parishioner and Church of Scientology Flag Service Organization, Inc. (hereinafter "FSO") a non-profit religious corporation, is to preserve the confidentiality of the upper level scriptures of the Scientology religion which will be made available to Parishioner during his/her participation in any religious services in accordance with the policies, practices and scriptures of the Scientology religion and the terms and conditions of this Agreement.

### RECITALS:

A. L. Ron Hubbard is the Founder of the Scientology religion. The writings and recorded and spoken words of Mr. Hubbard regarding the religion and the administration of the ecclesiastical hierarchy of the Churches of Scientology are hereinafter referred to as "the Scientology Scriptures." Included in the Scientology Scriptures is a substantial body of copyrighted, confidential upper level religious writings (collectively, the "Advanced Technology") that has never been duly published and has been duly disseminated, solely to certain authorized Churches of Scientology, including FSO, for narrowly defined usage by select, qualified parishioners or staff in connection with authorized spiritual counseling and training. The Advanced Technology includes the L Rundowns, Power, R6EW, Clearing Course, Clear Certainty Rundown, Sunshine Rundown, NOIs and Solo NOIs and the OT courses I-VIII, and the Class VIII-XII Auditor and C/S courses. FSO has information and materials comprising certain of the Advanced Technology which constitute valuable proprietary matters protected by intellectual property and other law, and makes it available only to qualified parishioners in stages or gradients, under secure conditions. Certain of these courses are Solo auditor courses, in which the Parishioner will study the advanced materials of that level and then audit him or herself.

B. FSO has been authorized, in strict accordance with certain conditions and limitations regarding such matters as reproduction, distribution, production of derivative works, and use and disclosure of the Advanced Technology, to make appropriate information, material and works within the Advanced Technology available to those parishioners who have attained specified levels of spiritual advancement within the Scientology religion and who are otherwise qualified pursuant to certain ethical and religious standards, in accordance with Church policy, to

study, utilize or receive counseling involving the Advanced Technology. As it has been determined that the Parishioner is now qualified for limited access, usage or spiritual counseling and training involving certain of the Advanced Technology in order to continue his/her religious and spiritual advancement, the parties hereby agree as follows:

#### AGREEMENT

1. The Recitals are hereby made part of this Agreement and are acknowledged to be true.
2. Parishioner has seen the film "Orientation" and is informed and aware and fully understands that Scientology is a religion, that its teachings are religious, and that its claims are religious in nature. Parishioner is further informed and aware and fully understands that by participating in Scientology services, the Parishioner is participating in religious services under the ecclesiastical principles of the Scientology religion. Parishioner is also informed and aware and fully understands that Church of Scientology Flag Service Organization, Inc. is one of many entities serving the purposes of the Scientology religion, is a distinct legal corporation which is (a) independently operating and responsible for its own corporate and ecclesiastical affairs and (b) licensed by an entity of the Scientology religion to minister, including, where applicable, granting access to the Advanced Technology to qualified Parishioners, and that the revenues derived therefrom are a significant means of support for the Scientology religion. Accordingly, Parishioner acknowledges that compliance with all the terms and conditions of this Agreement is a fundamental obligation of Parishioner, the honoring of which is essential and critical to the functioning of the Scientology religion.
3. Upon Parishioner's signature on this Agreement, signifying his/her complete assent to all terms and conditions of confidentiality and non-disclosure with respect to the Advanced Technology, and conditioned upon Parishioner's ongoing compliance with all prerequisites and requirements, including but not limited to signing his/her Enrollment Agreement, in accordance with applicable policies as adopted by FSO, FSO shall provide and authorize the limited use of certain Advanced Technology information, materials and works in connection with the delivery of religious services to Parishioner in the manner specified in the Scientology Scriptures. Parishioner acknowledges that the term "non-disclosure" as used in this Agreement restricts any use or disclosure of the Advanced Technology to solely that use and disclosure expressly authorized for Parishioner by applicable Scientology policies which Parishioner shall be required to study before having access to any Advanced Technology materials. Such authorized use and disclosure shall be as necessary for Parishioner to receive Scientology services. Parishioner further acknowledges that FSO is being induced to make certain Advanced Technology and underlying and related information, material and works available for use in connection with Parishioner's religious study and training based upon Parishioner's promise of full and faithful compliance with all of the terms and conditions of this Agreement.
4. Parishioner specifically acknowledges and agrees that the Advanced Technology, and the ministering thereof (including but not limited to the information, material and works of the Advanced Technology for which he/she qualifies in connection with religious study and training, whether ministered to Parishioner by others qualified to do so within FSO or made available to Parishioner for inspection and study in secure circumstances by FSO):
  - (a) constitutes confidential and proprietary information, the rights to which are owned by FSO's licensor;
  - (b) is only to be used and referred to by Parishioner in a manner authorized by the express terms of this Agreement, the Scientology Scriptures themselves and applicable policies which, from time to time, shall be made known to Parishioner;
  - (c) shall only be used by Parishioner in connection with authorized religious services or study and shall not be used in any way that is not expressly authorized by this Agreement or by applicable policies or the Scientology Scriptures, which from time to time, shall be made known to, and studied by, Parishioner.

(d) shall not be disclosed, directly or indirectly, in whole or in part, in any form or medium, to any person or organization;

(e) shall not entitle Parishioner to any right to possess (except during periods of Parishioner's use to receive Scientology services as may be authorized, from time to time, by FSO), any copies or materials embodying or comprising any of the Information, materials or works within the Advanced Technology;

(f) shall only be made available at the appropriate levels which Parishioner is qualified to receive in connection with religious services, training or counseling and then, only within the confines of designated secure locations under circumstances in which Parishioner has agreed not to retain, copy or otherwise duplicate any of the Information, materials or works comprising the Advanced Technology; and

(g) shall not entitle Parishioner, directly or indirectly, to duplicate, summarize, prepare works derived from or based upon, or recreate any of the Information, materials or works comprising the Advanced Technology, in whole or in part, in any form or medium, including but not limited to making, using, disclosing or otherwise disseminating photocopies or other reproductions, notes, reconstructions or summaries, including by electronic reproduction, storage, dissemination or transmission, including computer readable storage or transmission via the Internet, or any other electronic media, now or hereafter known. All of the foregoing is strictly prohibited by this Agreement, Scientology Scriptures and applicable law.

5. Parishioner shall protect and maintain the confidentiality of, and rigorously comply with this Agreement's non-disclosure and non-use duties with respect to all Information, materials and works comprising all or any part of the Advanced Technology that is revealed to Parishioner by any means.

6. Except for Parishioner's own advancement in the Scientology religion, and to the extent Parishioner, in the capacity as a staff member, may be authorized by FSO or by another Advanced Church of Scientology to impart the Advanced Technology to other parishioners, Parishioner shall not, by this agreement or otherwise, have any rights in or to the Advanced Technology, the works comprising it or the information and materials embodied in such works, and Parishioner's use thereof shall at all times be consistent with Scientology scripture, policy and the terms and conditions of this Agreement.

7. Parishioner shall faithfully comply with all policies, rules and regulations duly issued by or through FSO respecting the confidentiality, security and non-disclosure of the Advanced Technology.

8. Parishioner understands and acknowledges that the confidentiality of the Advanced Technology is to be maintained forever by FSO, by all other Churches of Scientology and affiliated organizations, and by their respective parishioners and staff, including Parishioner. Accordingly, Parishioner acknowledges that it is his obligation to maintain confidentiality of the entirety and all parts of the Advanced Technology and to take steps to avoid its unauthorized use or disclosure in any form or manner whatsoever. Parishioner shall immediately notify the Ethics Officer at FSO of any unauthorized use or disclosure of which Parishioner becomes aware or may suspect.

9. Parishioner shall at no time, challenge, under any laws now or hereinafter enacted, the validity, ownership or enforcement of any rights in and to the Advanced Technology or any of the information, materials or works relating thereto, or otherwise take any action which would be detrimental to FSO, its licensor and/or any other duly licensed Church of Scientology, or assist any other person or entity in doing so, under any laws now or hereinafter enacted.

10. Parishioner acknowledges and agrees that the continuing harm to FSO, to its licensor, to all other Churches of Scientology and affiliated organizations that would result from his/her breach of any of the provisions of this Agreement, including but not limited to Parishioner's unauthorized use or disclosure, of all or in any part, of the Advanced Technology or the

information, materials or works comprising it, would not be readily compensable monetarily and would hence constitute irreparable harm. Therefore, Parishioner hereby consents to the entry of temporary, preliminary and permanent Injunctive relief against Parishioner should Parishioner breach or threaten to breach any of the terms of this Agreement, without requiring the enforcing party to post a bond or make any undertaking as a condition of such relief except to the extent an undertaking may, under applicable law, be required, in which event Parishioner recognizes that an undertaking of \$10,000 shall be adequate to cover any economic interest (including Parishioner's attorneys' fees). In addition, Parishioner acknowledges and agrees that not only would it be extremely difficult to determine or calculate the actual monetary damages resulting from his/her breach of any of the provisions of this Agreement, but that FSO and/or its licensor will be required to incur significant legal fees and costs to protect and preserve the Advanced Technology, as it is scripturally and contractually bound to do. As such, Parishioner agrees to reimburse FSO and/or its licensor, for FSO's or its licensor's legal fees for each such breach by Parishioner. Further, Parishioner agrees to pay FSO and its licensor, the total amount of \$100,000 for each such breach by Parishioner. Parishioner understands that these provisions constitute a reimbursement, not a penalty, and that this agreement is a reasonable arrangement to make FSO and/or its licensor whole for the foreseeable losses that might result from any such breach. Parishioner further understands and acknowledges that each breach by Parishioner, of this Agreement shall be treated as a separate breach, including each subsequent unauthorized act, such as unauthorized possession, reproduction, dissemination, preparation of derivative works, and/or use or disclosure of the information underlying or comprising the Advanced Technology by any third party (including third party disclosures to another individual or organization) which results, directly or indirectly, from Parishioner's initial unauthorized use or disclosure.

11. In the event that any provisions of the Agreement shall be declared to be void or otherwise unenforceable under applicable law, the remaining provisions shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit or burden, as the case may be, of the respective heirs, successors and assigns of the parties.

12. This Agreement is for the benefit of FSO and its licensor and shall be enforceable by FSO or its licensor (which, for these purposes, shall be a third party beneficiary of Parishioner's duties and obligations under this Agreement and shall have the right to enforce, legally and equitably, those duties and obligations directly against Parishioner) in the event of any breach by Parishioner. Parishioner further acknowledges that FSO, as an authorized licensee of certain rights in the Advanced Technology, is authorized to enforce the restrictions on use and disclosure of the Advanced Technology described in this Agreement without the joinder of the licensor and that any equitable remedies FSO may receive shall be fully enforceable by it and/or its licensor.

\_\_\_\_\_  
Parishioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

For Church of Scientology  
Flag Service Organization, Inc.

Church of Scientology  
Flag Service Organization  
(hereinafter referred to as "FSO")  
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3. Upon Parishioner's signature on this Agreement, signifying his/her complete assent to all terms and conditions of confidentiality and non-disclosure with respect to the Advanced

Technology, and conditioned upon Parishioner's ongoing compliance with all prerequisites and requirements, including but not limited to signing his/her Enrollment Agreement, in accordance with applicable policies as adopted by FSO, FSO shall provide and authorize the limited use of certain Advanced Technology information, materials and works in connection with the delivery of religious services to Parishioner in the manner specified in the Scientology Scriptures. Parishioner acknowledges that the term "non-disclosure" as used in this Agreement restricts any use or disclosure of the Advanced Technology to solely that use and disclosure expressly authorized for Parishioner by applicable Scientology policies which Parishioner shall be required to study before having access to any Advanced Technology materials. Such authorized use and disclosure shall be as necessary for Parishioner to receive Scientology services. Parishioner further acknowledges that FSO is being induced to make certain Advanced Technology and underlying and related information, material and works available for use in connection with Parishioner's religious study and training based upon Parishioner's promise of full and faithful compliance with all of the terms and conditions of this Agreement.

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(c) shall only be used by Parishioner in connection with authorized religious services or study and shall not be used in any way that is not expressly authorized by this Agreement or by applicable policies or the Scientology Scriptures, which from time to time, shall be made known to, and studied by, Parishioner.

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10. Parishioner acknowledges and agrees that the continuing harm to FSO, to all other churches of Scientology and affiliated organizations that would result from his/her breach of any of the provisions of this Agreement, including but not limited to Parishioner's unauthorized use or disclosure, of all or in any part, of the Advanced Technology or the information, materials or works comprising it, would not be readily compensable monetarily and would hence constitute irreparable harm. Therefore, Parishioner hereby consents to the entry of temporary, preliminary and permanent injunctive relief against Parishioner should Parishioner breach or threaten to breach any of the terms of this Agreement, without requiring the enforcing party to post a bond or make any undertaking as a condition of such relief except to the extent an undertaking may, under applicable law, be required, in which event Parishioner recognizes that an undertaking of \$10,000 shall be adequate to cover any economic interest (including Parishioner's attorneys' fees). In addition, Parishioner acknowledges and agrees that not only would it be extremely difficult to determine or calculate the actual monetary damages resulting from his/her breach of any of the provisions of this Agreement, but that FSO and/or its licensor will be required to incur significant legal fees and costs to protect and preserve the Advanced Technology, as it is scripturally and contractually bound to do. As such, Parishioner agrees to reimburse FSO and/or its licensor, for FSO's or its licensor's legal fees for each such breach by Parishioner. Further, Parishioner agrees to pay FSO and its licensor the total amount of \$100,000 for each such breach by Parishioner. Parishioner understands that these provisions constitute a reimbursement, not a penalty, and that this agreement is a reasonable arrangement to make FSO and/or its licensor whole for the foreseeable losses that might result from any such breach. Parishioner further understands and acknowledges that each breach by Parishioner of this Agreement shall be treated as a separate breach, including each subsequent unauthorized act, such as unauthorized possession, reproduction, dissemination, preparation of derivative works, and/or use or disclosure of the information underlying or comprising the Advanced Technology by any third party (including third party disclosures to another individual or organization) which results, directly or indirectly, from Parishioner's initial unauthorized use or disclosure.

11. In the event that any provisions of the Agreement shall be declared to be void or otherwise unenforceable under applicable law, the remaining provisions shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit or burden, as the case may be, of the respective heirs, successors and assigns of the parties.

12. This Agreement is for the benefit of FSO and its licensor and shall be enforceable by FSO or its licensor (which, for these purposes, shall be a third party beneficiary of Parishioner's duties and obligations under this Agreement and shall have the right to enforce, legally and equitably, those duties and obligations directly against parishioner) in the event of any breach by Parishioner. Parishioner further acknowledges that FSO, as an authorized licensee of certain rights in the Advanced Technology, is authorized to enforce the restrictions on use and disclosure of the Advanced Technology described in this Agreement without the joinder of the licensor and that any equitable remedies FSO may receive shall be fully enforceable by it and/or its licensor.

\_\_\_\_\_  
Parishioner Date

\_\_\_\_\_  
Witness Date

For Church of Scientology  
Flag Service Organization, Inc.