



**CALGARY FIELD LACROSSE CLUB (CFLC)**  
**NON DISCLOSURE AGREEMENT**  
Approved March 11, 2019

This agreement is between Calgary Field Lacrosse Club, and \_\_\_\_\_.

Name

In consideration of Calgary Field Lacrosse Club elected/appointed board of director position,  
\_\_\_\_\_ agrees as follows:

Position

Name

### **1. Agreement Not to Disclose Confidential Information**

I, \_\_\_\_\_, acknowledge that Calgary Field Lacrosse Club may disclose to me or  
Name

give me access to confidential information so that I may perform my Board of Director duties. I agree that the confidential information may include Calgary Field Lacrosse Club's trade secrets, personal information, member lists, relationships with contractors, members, and opportunities for new or developing business. The confidential information may be contained in written materials such as computer hardware and software, disks, documents, files, drawings and product specifications. It may also consist of unwritten knowledge, including ideas, research, processes, practices or know-how. While I am conducting Board of Director duties on behalf of and by Calgary Field Lacrosse Club, and afterward, I will not use or disclose to any other person or entity any confidential information or materials (either written or unwritten) except when I am required to do so to properly perform my duties to Calgary Field Lacrosse Club or as required by law.

Information in the public domain, information generally known in the trade and information that I acquire completely independently of my services for Calgary Field Lacrosse Club is not considered to be confidential.

### **2. Return of Confidential Information**

While I am performing Board of Directors duties on behalf of and by Calgary Field Lacrosse Club and afterward, I will not, except in performing my Confidentiality Agreement duties, remove or copy any confidential information or materials or assist anyone in doing so without Calgary Field Lacrosse Club's written permission. Upon my withdrawal or termination with Calgary Field Lacrosse Club, or at any time that Calgary Field Lacrosse Club requests it, I will immediately return all confidential information and materials to Calgary Field Lacrosse Club.

### **3. Right to an Injunction**

I acknowledge that in addition to receiving or having access to confidential information as part of my Board of Director duties, I will be in a position of confidence and trust with directors and officers, employees, contractors, sub-contractors, and members of Calgary Field Lacrosse Club. I acknowledge and agree that if I breach or threaten to breach any of the terms of this Confidentiality Agreement, Calgary Field Lacrosse Club will sustain irreparable harm and that \_\_\_\_\_ will be entitled to obtain an injunction to stop any breach or  
Name  
threatened breach of this agreement.

### **4. Reasonableness**

I acknowledge that the restrictions in this agreement are reasonable and necessary to protect Calgary Field Lacrosse Club and its confidential information.

### **5. Survivability**

This agreement will survive the termination, for any reason, of my duties as a Board of Director with Calgary Field Lacrosse Club.



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**6. Entire Agreement**

This is the entire agreement between the parties. It replaces any and all oral agreements between the parties, as well as any prior writings.

**7. Successors and Assignees**

This agreement binds and benefits the heirs, successors and assignees of the parties.

**8. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by email, certified mail, or
- by overnight courier.

**9. Modification**

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**10. Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**12. Severability**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Dated: \_\_\_\_\_

By (Sign) \_\_\_\_\_

(Print Name) \_\_\_\_\_

Address \_\_\_\_\_

City, Province & postal code \_\_\_\_\_