



## **Guelph Soccer Confidentiality and Non-Disclosure Agreement**

Guelph Soccer Incorporated (“**Guelph Soccer**”) has agreed to make available to the Board of Directors, Committee members and employees, certain information which may be non-public, confidential and proprietary in nature relating to the operation and the business of Guelph Soccer on the condition that such information be retained in confidence and be dealt with only as provided below.

1. "**Confidential Information**" means

any and all information regardless of whether the information is marked as "Confidential", "Proprietary" or "Restricted" and which under all circumstances would reasonably be considered confidential and which relate to the operation and the business of Guelph Soccer. This includes any product, technical and/or business documentation, customer or membership information, computer programs, financial information, compensation details, employment matters, operating plans, internal memoranda, email communications, contracts, and all other relevant information pertaining to Guelph Soccer and its management and operation in any form whatsoever (whether written, oral, electronic or otherwise).

2. All Confidential Information disclosed shall remain the exclusive property of Guelph Soccer.

3. Confidential Information shall be used to assist with the management and operation of Guelph Soccer. Any reasonable steps should be taken to preserve the secrecy of the Confidential Information including:

- (a) ensuring that the Confidential Information is kept in strict confidence and is not used for any purpose whatsoever, other than that intended;
- (b) restricting disclosure of Confidential Information only for the purpose of which it was received and only to those who are members of recognized committees, management or the Board of Directors of Guelph Soccer;
- (c) refraining from making copies, using, reproducing, transforming or storing any Confidential Information in any form without the prior written consent of Guelph Soccer except to the extent necessary to carry out duties as necessary; and
- (d) refraining from knowingly using the Confidential Information or any portion thereof in any way that is detrimental to Guelph Soccer.

This section shall survive the termination of this Agreement.

4. Upon request of Guelph Soccer and upon termination of this Agreement, any Confidential Information and any and all copies in any form whatsoever shall be returned to Guelph Soccer or destroyed.

5. Any actual or suspected unauthorized use or disclosure of Confidential Information by the undersigned shall be reported promptly.



6. The undersigned agrees that the Confidential Information is of substantial commercial importance to Guelph Soccer and disclosure to any suppliers, customers, members or competitors of Guelph Soccer or the general public would be highly detrimental to the best interests of Guelph Soccer and may cause irreparable harm to Guelph Soccer.
  
7. This Agreement shall continue for so long as the undersigned is an employee, under contract to Guelph Soccer or is a member of management, any committee or the Board of Directors of Guelph Soccer. The obligations and restrictions imposed under this Agreement shall continue for a period of two (2) years after the undersigned is no longer employed or volunteering with Guelph Soccer.

**Acknowledgement and Agreement/Statement of Confidentiality**

I, \_\_\_\_\_, acknowledge that I have read and understand the Confidentiality Agreement of Guelph Soccer Incorporated. I agree to adhere to this agreement in its entirety.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Witness: \_\_\_\_\_