



## **Confidentiality and Non-disclosure Agreement**

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### **Confidential Information.**

Oakville Gymnastics Club (OGC) requires all members to handle any and all sensitive information regarding any information about the affairs of, or belonging to, OGC, its athletes, or parents of athletes, including without limitation: personal information relating any athlete or his/her family, ("Confidential Information") in an appropriate manner.

**Exclusions from Confidential Information.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives.
- b. If the information is or was received by Receiving Party from a third-party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to OGC with regard to such information.
- c. If the information is disclosed by Receiving Party with the OGC prior written permission and approval.
- d. If the information is independently developed by Receiving Party prior to disclosure by OGC and without the use and benefit of any of the OGC's Confidential Information; or
- e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to OGC prior to disclosure so that OGC may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

### **Non-Disclosure.**

By signing this non-disclosure agreement, you acknowledge that Confidential Information could be used to the detriment of OGC and its athletes, or parents of athletes, and should be kept confidential at any time.

Further, you hereby undertake, without time limitation, not to disclose to any third party and to treat in strict confidence all Confidential Information referred to above, except where disclosure is made with the prior written consent of OGC, which consent can be withheld at the sole discretion of OGC. Any unauthorized disclosure of such information to third parties or use of Confidential Information other than

for OGC's purposes may result in legal proceedings against you. These undertakings do not prevent you from cooperating in any lawful court proceedings, law enforcement investigations or Gymnastics Ontario/Gymnastics Canada investigations and providing the information required by such proceedings and investigations.

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

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

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

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

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

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

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

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

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

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

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

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