



CIH Canada  
30 DUNCAN STREET, SUITE 500  
TORONTO, ON M5V 2C3

**REQUEST FOR PROPOSALS #19-268-06  
ASSOCIATION MANAGEMENT SERVICES**

**NON-DISCLOSURE AGREEMENT**

1. The Recipient shall not disclose the Confidential Information released under this RFP, to any person or entity or use the Confidential Information for any purpose; save and except in connection with the Project.
2. Prior to disclosing any Confidential Information to their respective directors, officers, employees, contractors or legal and financial advisors, the Recipient shall advise them of its confidential nature and take all reasonable steps to ensure that the receipt and use of the Confidential Information is on a confidential basis, including the execution of nondisclosure agreements by those to whom the Confidential Information is to be disclosed, if required by the Discloser.
3. The obligations of confidence under this letter agreement shall not apply to any Confidential Information which the Recipient is required to disclose by law or regulation. If this disclosure is required, the Recipient shall:
  - a. inform the Discloser of the required disclosure at the earliest opportunity;
  - b. disclose only that portion of the Confidential Information required by the law or regulation; and
  - c. use commercially reasonable efforts to disclose the Confidential Information "in camera" or under a proceeding which is designed to protect the confidentiality of the Confidential Information.
4. The Recipient acknowledges and agrees that all Confidential Information remains the sole and exclusive property of the Discloser and that the Recipient shall not acquire any right, title or interest in it except the right to possess the Confidential Information in connection with the Project.

5. The Recipient acknowledges that any breach of this letter agreement would result in significant damage to Discloser not completely compensable monetarily. The Recipient agrees that Discloser shall be entitled to apply for injunctive relief in event of the breach or threatened breach by the Recipient of this letter agreement. The Recipient agrees that it will not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.
6. Upon request, the Recipient shall promptly return to the Discloser all Confidential Information obtained from or through the Discloser and any copies of the Confidential Information.
7. The term of this letter agreement shall survive and remain binding upon the parties for a term of 3 years from the date of this letter agreement notwithstanding the termination of the discussions relating to the Project for any reason.
8. This Agreement shall be governed by the laws of the Province of Ontario.
9. For the purposes of this letter agreement, "Confidential Information" means all or any part of the marketing methods and plans, business plans, trade secrets, know-how, technical expertise, computer programs, formulas, financial information, product information, customer information and other information, whether oral or written and regardless of the form or medium, relating to the business of either us or you that is disclosed by one party to the other.

Confidential Information shall not include information that the Recipient can show:

- a. is, or has become, information in the public domain without the act or omission of the Recipient;
- b. is information lawfully obtained by the Recipient from another person without any restriction as to use and disclosure; or
- c. is information that was properly in the Recipient's possession prior to disclosure by the Discloser or was or is derived independently by the Recipient.

I agree to the terms.

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date