



Appendix A - Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into by and between Skate Canada with its principal offices at 261–1200 St. Laurent Blvd, Box 15, Ottawa ON K1K 3B8, ("Disclosing Party") and _____, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall include, without limitation, technical and business information relating to Disclosing Party's proprietary ideas, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans, and all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. Exclusions from Confidential Information

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party

Receiving Party shall use the Confidential Information only for the purpose of evaluating and participating in the Disclosing Party's EOI process with regard to the ISU World Figure Skating Championships 2024. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required, and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

RECEIVING PARTY

Name:

Signature: _____

Name:

Title:

Date: