



NATURIST LEGACY INC. NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

1. "**Confidential Information**" as used in this Agreement shall mean any and all personal information pertaining to Naturist Legacy Inc. members (past or present) or Crocus Grove Sun Club members including names, postal addresses, e-mail addresses, phone numbers, dates of birth, criminal record check details, still or moving images (whether identifiable or not), financial details related to membership, correspondence with board members, or any other personal information without limitation. It shall also mean sensitive non-public business information pertaining to either Naturist Legacy Inc. or Crocus Grove Sun Club including (but not limited to) board of director's correspondence (whether between themselves or with members at large), minutes of board meetings, passwords and access codes.
2. "**Holder**" as used in this Agreement shall mean a person in possession of *Confidential Information*, regardless of when, where or how that information was obtained, and regardless of whether that information was created by the *Holder* on behalf of or for Naturist Legacy Inc. or Crocus Grove Sun Club.
3. *Holder* agrees that they will not disclose or disseminate in any way whatsoever *Confidential Information* or copies thereof to any person, business or entity, except as described herein, or except as the Naturist Legacy Inc. board of directors may hereafter authorize in writing.
4. The sharing of *Confidential Information* with or between serving board members shall not constitute disclosure or dissemination under the terms of this Agreement.
5. If *Holder* is required by a judicial, administrative or other legal process to disclose *Confidential Information*, they will promptly notify and cooperate with Naturist Legacy Inc. in order to prevent or minimize such disclosure. *Holder* will only disclose that portion of *Confidential Information* that they are compelled to disclose, and will exercise all reasonable efforts to seek reliable assurances that such portion of *Confidential Information* will be accorded confidential treatment. Except as may ultimately be compelled by law, *Holder's* obligations with regard to *Confidential Information*, as set forth in this Agreement, shall remain in full force and effect.
6. *Holder* agrees that they shall use all possible care to protect and keep safe *Confidential Information* including (but not limited to) encryption of any such information residing on computers, other electronic devices or digital media, and secure locked storage of any such information in printed or hard copy form.
7. *Holder* agrees to promptly notify Naturist Legacy Inc. of any unauthorized or unintended release or loss of *Confidential Information*.
8. *Holder* agrees that they do not own *Confidential Information* and have no rights of any kind or of any nature to it. *Holder* agrees that they do not acquire any license, patent, copyright or trademark claims for any *Confidential Information* created on behalf of or for Naturist Legacy Inc. or Crocus Grove Sun Club. *Holder* further agrees that they shall not attempt to obtain such rights. This provision shall not apply to *Confidential Information* that was lawfully in the *Holder's* possession prior to entering this Agreement.
9. *Holder* will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Naturist Legacy Inc. Any attempt to transfer all or part of *Holder's* rights or obligations without such consent shall be null and void and of no effect.
10. *Holder* agrees to surrender and promptly deliver to the Naturist Legacy Inc. board of directors or their duly appointed representative(s) on request, any and all *Confidential Information* in their possession in

physical form (and any copies made thereof), together with any and all *Confidential Information* in their possession in electronic or digital form (and any copies made thereof). *Holder* agrees to certify in writing that they have securely and permanently destroyed all original *Confidential Information* in their possession residing on computers, other electronic devices or digital media. This provision shall not apply to *Confidential Information* that was lawfully in the *Holder's* possession prior to entering this Agreement.

11. This Agreement is governed by and construed in accordance with the substantive laws in force in the Province of Manitoba.

12. This Agreement may only be changed by mutual agreement of the parties or their authorized representatives in writing.

13. Failure of Naturist Legacy Inc. to enforce its rights under this Agreement on one occasion will not result in a waiver of those rights on any other occasion.

14. *Holder* acknowledges and agrees that due to the unique nature of the *Confidential Information*, any breach of this Agreement would cause irreparable harm to Naturist Legacy Inc. and its members for which damages are not an adequate remedy, and that Naturist Legacy Inc. shall therefore be entitled to seek equitable relief, including injunction, in addition to all other remedies available at law.

15. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. The parties will in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which will most nearly approximate the intent of the parties in entering this Agreement.

16. *Holder* agrees to fully indemnify, defend and hold harmless Naturist Legacy Inc., its directors, officers and members, from all damages, liabilities, claims and causes of action that may result from *Holder's* breach of this Agreement.

17. The non-disclosure and confidentiality obligations of this Agreement shall be of indefinite duration, or until Naturist Legacy Inc. provides written notice releasing the *Holder* from those provisions.

18. This Agreement will enure to the benefit of and be binding upon the parties hereto, and their respective administrators, successors, and permitted assigns.

In WITNESS WHEREOF, the *Holder* has executed this Agreement with Naturist Legacy Inc. to be effective as of this date.

Signature of *Holder*

Print Name

Date