



## NONDISCLOSURE AGREEMENT

As a condition of my volunteer role with **Hispanotech.ca**, its subsidiaries, affiliates, successors or assigns (together "the Company"), I agree to the following:

### NONDISCLOSURE OF CONFIDENTIAL INFORMATION

1. "Personal Information" means personal information of association members and non members, including but not limited to individuals on whom I called or with whom I became acquainted directly or indirectly during the term of my volunteer role.
2. "Confidential Information" means all Company information whether of a technical, business, financial or other nature (including, without limitation, trade secrets, know-how, Personal Information, and information relating to the technology, customers, partners, business plans, promotional activities, finances and other business affairs of the Company) that is disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of process, or that is otherwise learned by me in the course of my volunteer dealings with, or through physical or electronic access to the premises of the Company. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or that was already known by me before receipt from the Company as shown by written records.
3. I agree at all times during the term of my volunteer work and for a period of five (5) years thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization from **the President and the Secretary** of the Company, any Confidential Information.
4. I agree that I'm specifically prohibited from using the Personal Information for any marketing initiatives or to further my own business purposes. Additionally, I shall not contact any individual named in the Personal Information for other purposes than the necessary in carrying out my volunteer role for the Company.
5. I agree that I will not, during my volunteer role with the Company, improperly use or disclose any data base or proprietary information of any former or current employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person, or entity.
6. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out my volunteer role for the Company consistent with the Company's agreement with such third party.

### RETURNING COMPANY DOCUMENTS

I agree that, at the time of leaving the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all records, data, notes, reports, lists, correspondence, specifications, drawings blueprints, sketches, other documents or property, or reproductions of any aforementioned items obtained during my involvement with the Company or otherwise belonging to the Company.

## REPRESENTATIONS

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my involvement with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

## EQUITABLE REMEDIES

I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this Agreement. Accordingly, I agree that if I breach any of these covenants, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

## GENERAL PROVISIONS

1. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.
2. **Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
3. **Governing Law:** This Agreement shall be governed by the laws in force in the Province of Ontario and the parties hereby agree to attorn to the jurisdiction of the courts therein.

---

Print Name

---

Signature

---

Date