



TAEKWONDO CANADA

Policy

Confidentiality

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Revision History

Approved/Reviewed/ Revised/Rescinded	Date	Comments

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SCOPE

This policy applies to all members of the Board of Directors, staff, contractors, committee members and volunteers

DEFINITIONS

Association: Taekwondo Canada

Individual: all board members, employees, contractors, committee members and volunteers with Taekwondo Canada

Information: all written, digital and verbal information, data, facts and/or materials

Confidential Information means all information relating to the business and management of the Association, including but not limited to the following:

- a. **Customer Information** including the names of members/customers, their representatives, all member/customer contact information, and the quantity and specifications of products and services purchased, leased, licensed or received by members/customers of the Association;
- b. **Intellectual Property** including information relating to the Association's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- c. **Marketing and Development Information** including the marketing and development plans of the Association, price, fee and cost data, pricing and billing policies, marketing techniques, and future plans and potential strategies of the Association which have been or are being discussed;
- d. **Business Operations information** including internal personnel and financial information, donor and vendor names and other donor and vendor information (including donor and vendor characteristics and services), internal services and operations manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Association, and the manner and methods of conducting the Association's business;
- e. **Service Information** including all information relating to the services provided by the Association, including but not limited to, plans, schedules, manpower, inspection, and training information;
- f. **Accounting Information** including all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Association;

AND

- g. **Third Party Information** including any information that has been disclosed by a third party to the Association and is protected by a non-disclosure policy entered into between the third party and the Association.

Confidential Information will **not** include the following:

- a. Information that is generally known in the industry of the Association;
- b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Individual;
- c. Information rightly in the possession of the Individual prior to receiving the Confidential Information from the Association;
- d. Information that is independently created by the Individual without direct or indirect use of the Confidential Information;

OR

- e. Information that the Individual rightfully obtains from a third party who has the right to transfer or disclose it.

POLICY

Confidentiality Obligations

1. As a result of their engagement with or employment by the Association, an Individual may use or acquire information about matters that are confidential to the Association and/or the exclusive property of the Association.
2. Except as otherwise provided in this Policy, Individuals must keep the Confidential Information confidential.
3. Except as otherwise provided in this Policy, the Confidential Information will remain the exclusive property of the Association and will only be used by Individuals for permitted purposes and in the Association's best interest. Individuals will not use Confidential Information for any purpose that might be directly or indirectly detrimental to the Association or any associated affiliates or subsidiaries.
4. The confidentiality obligations imposed by this Policy survive indefinitely, regardless of the Policy's expiration or termination.

Disclosure of Confidential Information

5. Individuals may disclose any of the Confidential Information:
 - a. to third party agents, representatives and/or professional advisors that have a need to know (e.g. legal, medical and financial advisors), provided that:
 - i. the Individual has informed the third party of the confidential nature of the information;
 - ii. the third party agrees to be legally bound by the same obligations of confidentiality and non-use as the Individual;

- iii. the Individual agrees to take all necessary steps to ensure that the terms of this Policy are not violated by the third party;

AND

- iv. the Individual agrees to be responsible for and indemnify the Association for any breach of this Policy by the third party.

- b. to a third party where the Association has consented in writing to such disclosure;

AND

- c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

- 6. Any business opportunity relating to or similar to the Association's current or anticipated business opportunities which come to an Individual's attention during the term of their engagement is an opportunity belonging to the Association. Accordingly, the Individual will promptly advise the Association of the opportunity. The individual is prohibited from pursuing the opportunity, directly or indirectly, without the prior written consent of the Association.
- 7. The Individual further agrees not to directly or indirectly engage in any other business activities which the Association, in its reasonable discretion, determines to be in conflict with its own best interests without the prior written consent of the Association.

Ownership and Title

- 8. The rights, title and interest in any Confidential Information remains the exclusive property of the Association. Individuals will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Individual may have created or contributed to the creation of that Confidential Information.
- 9. Confidential Information will not include anything developed or produced by an individual, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-marks or copyright provided that:
 - a. The information was developed without the use of any of the Association's equipment, supplies, facility or Confidential Information;
 - b. The information was developed entirely on the Individual's own time;
 - c. The information does not relate to the actual business or reasonably anticipated business of the Association;
 - d. The information does not result from any work performed by the Individual for the Association.
- 10. Individuals must immediately disclose to the Association all Confidential Information developed, in whole or in part, by an Individual during their term of the engagement and must assign to the Association any right, title or interest the Individual may have in the Confidential Information. Individuals must execute any instruments and to do all other things reasonably requested by the Association (both during and after

the term of the Engagement) in order to vest more fully in the Association all ownership rights in those items transferred by the Individual to the Association.

Remedies

11. Confidential Information is of a proprietary nature. Any failure to safeguard Confidential Information as required by this Policy cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Association.

Return of Confidential Information

12. Upon request, or in the event that the Individual ceases to require the Confidential Information, Individuals will turn over to the Association all documents, disks or other computer media, or other material in the possession or control of the Individual that:
 - a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Policy;

OR

 - b. is connected with or derived from the Individual's services to the Association.

Notices

13. In the event an Individual is required in a civil, criminal or regulatory proceeding to disclose any Confidential Information, the Individual will give to the Association prompt written notice of such request so that it may seek an appropriate remedy or, alternatively, to waive the Individual's duty to comply with this Policy.
14. If an Individual loses or fails to maintain the confidentiality of any of the Confidential Information, they will immediately notify the Association and take all reasonable steps to retrieve the lost or improperly disclosed Confidential Information.

Governing Law

15. This Policy will be construed in accordance with and governed by the laws of Province of Ontario.

General Provisions

16. Time is of the essence in this Policy.
17. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Policy. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
18. The clauses, paragraphs, and subparagraphs contained in this Policy are intended to be read and construed independently of each other. If any part of this Policy is held to be invalid, this invalidity will not affect the operation of any other part of this Policy.

19. In the event of a breach, the individual will be liable for all costs, expenses and expenditures incurred by the Association in connection with the breach, including, and without limitation, the complete legal costs incurred by the Association in enforcing its policy and curing the breach, along with any resulting damages, in enforcing this Policy as a result of any default of this Policy by the Individual.