

Confidentiality Agreement

Canadian Amateur Synchronized Swimming Association

THIS AGREEMENT made on _____, 20__ between _____
(the “Employee”) and _____, of the Canadian Amateur Synchronized
Swimming Association

WHEREAS the Canadian Amateur Synchronized Swimming Association and the Employee
have entered into or are about to enter into an employment relationship for their mutual benefit;

AND WHEREAS as a condition of entering into and/or continuing their employment
relationship, the Canadian Amateur Synchronized Swimming Association has required that the
Employee enter into this Agreement;

NOW THEREFORE IN CONSIDERATION OF the premises and other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, the Canadian
Amateur Synchronized Swimming Association and the Employee hereby agree as follows:

1. **Definition.** Whenever used in this Agreement:

“**Confidential Information**” means information in any form, not generally known to the
public, disclosed to or acquired by the Employee directly or indirectly from the Canadian
Amateur Synchronized Swimming Association or any members, business partners or
affiliates of the Canadian Amateur Synchronized Swimming Association during the term
of the Employee’s employment with the Canadian Amateur Synchronized Swimming
Association, including, without limitation:

- (i) information relating to the research, developments, systems, operations,
clients, members, and business activities of the Canadians Amateur
Synchronized Swimming Association and its business partners and
Affiliates;
- (ii) information received from clients, members, business partners or
Affiliates of the Canadian Amateur Synchronized Swimming Association;
- (iii) information specifically designated by the Canadian Amateur
Synchronized Swimming Association as confidential;

- (iv) information specifically designated by a client, member, business partner or Affiliate of the Canadian Amateur Synchronized Swimming Association as confidential; and
- (v) information required to be maintained in confidence by the Canadian Amateur Synchronized Swimming Association pursuant to an agreement with a client, member, business partner, associate or other person;

but shall not include information which was known to the Employee prior to the date of the Employee's employment with the Canadian Amateur Synchronized Swimming Association or which was publicly disclosed otherwise than by breach of this Agreement.

2. **Confidentiality.** The Employee acknowledges that

- (a) During his or her employment with the Canadian Amateur Synchronized Swimming Association, he or she will be disclosed or will acquire Confidential Information;
- (b) The Canadian Amateur Synchronized Swimming Association has and will continue to enter into agreements with members and others whereby the Canadian Amateur Synchronized Swimming Association agrees to maintain the confidentiality of certain information;
- (c) Disclosure of Confidential Information to others will be highly detrimental to both the interests of the Canadian Amateur Synchronized Swimming Association and its members; and
- (d) Confidential Information is the property of the Canadian Amateur Synchronized Swimming Association and/or its members, clients, business partners of Affiliates, as the case may be,

and accordingly, the Employee agrees that:

- (e) the Employee will not, at any time, disclose any Confidential Information to another person who is not an employee of the Canadian Amateur Synchronized Swimming Association, nor will the Employee use Confidential Information for any purpose other than a purpose required for or by his or her employment; and
- (f) the Employee will not, at any time, or in any way, take or reproduce Confidential Information unless required for or by his or her employment. The Employee will, upon ceasing to be employed by the Canadian Amateur Synchronized Swimming Association, return to the Employer all Confidential Information in his or her possession or under his or her control whether such Confidential Information belongs to the Canadian Amateur Synchronized Swimming Association or otherwise. The Employee will also return all property then in his or her possession or under his or her control which belongs to the Canadian Amateur Synchronized Swimming Association Employer or its Affiliates to the Canadian Amateur Synchronized Swimming Association.

3. **Restrictions Reasonable.** The Canadian Amateur Synchronized Swimming Association acknowledges that all restrictions in this Agreement are reasonable. In the event that any provisions of this Agreement are deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect and the Canadian Amateur Synchronized Swimming Association hereby confers upon such court the power to replace void or invalid provisions with other enforceable and valid provisions that are as near as may be to the original in form and effect.

4. **Irreparable Harm.** The Employee acknowledges that a breach by him or her of the terms and conditions of this Agreement may cause irreparable harm to the Canadian Amateur Synchronized Swimming Association which may not be compensable by monetary damages. Accordingly, the Employee acknowledges that a breach by him or her of the terms and conditions of this Agreement shall be sufficient grounds for the immediate dismissal of the employee by the Canadian Amateur Synchronized Swimming Association.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

6. **Entire Agreement.** This Agreement is the entire agreement between the Employee and the Canadian Amateur Synchronized Swimming Association relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The Employee agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by the Employee and the Canadian Amateur Synchronized Swimming Association.

7. **Successors and Assigns.** This Agreement will “ensure” to the benefit of the successors and assigns of the Canadian Amateur Synchronized Swimming Association.

THE EMPLOYEE ACKNOWLEDGES HAVING READ THIS AGREEMENT AND UNDERSTANDS THE SAME AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

 Employees signature

 Date

 Synchro Canada representative

 Date

Date Approved _____

Date Revised _____