

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("the Agreement") is entered into by and between The Royal Heraldry Society of Canada ("the Society") with its head office in Ottawa, Ontario and its member or other authorized person, ("Receiving Party") _____ located at

_____. The parties agree to enter into a confidential relationship with respect to the improper disclosure ("Improper Disclosure") of certain confidential information ("Confidential Information") to which the Receiving Party will have access to upon receiving access to the membership database maintained by the Society.

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information contained in the membership database, such as members' names, addresses, birthdates, occupations, spouses' names, email addresses, telephone numbers, etc.
2. **Definition of "Improper Disclosure".** All Confidential Information contained in the membership database may be used by the Receiving Party exclusively for conducting the business of the Society. Any disclosure of Confidential Information to any person or corporation for any commercial or other purpose not necessary for the conduct of the Society's business shall be deemed Improper Disclosure.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive purposes of the Society. Receiving Party shall not use any Confidential Information for their own benefit or permit the use of Confidential Information by others for their benefit or to the detriment of the Society or its good name. Upon termination of membership, Receiving Party will immediately return to the Society all records, notes and other written, printed or tangible material in its possession, including CDs and DVDs pertaining to Confidential Information. Confidential Information stored electronically in computers or any other electronic devices will be deleted upon membership termination.
4. **Time Period.** The nondisclosure provision 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 indefinitely.
5. **Penalties.** If proven Improper Disclosure shall take place, the Receiving Party's membership in the Society shall be terminated immediately. Depending on circumstances, there may also be recourse to the courts and criminal or civil action, or both, may be initiated by the Society or by injured parties.

This Non-disclosure Agreement and each party's obligations shall be binding on the Receiving Party and the Society. Each party has signed this Agreement through its authorized representative.

Signature of Receiving Party

Printed Name

Date: _____

Witness to Signature of Receiving Party

Signature

Name and Address of Witness

Printed Name

Address: _____

Signature of Authorized Representative of the Society

Printed Name

Date: _____