

ANNEX A to FIGSOPP 025

DIRECTOR

Non-Disclosure Agreement (NDA) - Victoria Fish & Game Protective Association (VFGPA)

1. The Parties - This Non-Disclosure Agreement (the "Agreement") is entered into by and between the Victoria Fish & Game Protective Association ("Disclosing Party") with its principal offices at 700 Holker Place, Malahat BC, and _____ ("Receiving Party"), who has voluntarily accepted election or appointment to the VFGPA Board of Directors collectively referred to as the "parties" for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure by one or each (the "Disclosing Party") to the other (the "Receiving Party") of certain proprietary and confidential information (the "Confidential Information").

2. Definition of Confidential Information - For purposes of this Agreement, "Confidential Information" shall include any VFGPA information not in the public domain, including member personal information and records. This includes but is not limited to email addresses, physical addresses, mailing addresses, phone numbers, material (such as firearms and ammunition), data, or know-how, including trade secrets and proprietary information held by VFGPA, that is not generally known to the public and that is disclosed to be or appears to a reasonable person to be proprietary or confidential. If Confidential Information is in written form, Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide notice in writing indicating that such oral communication constituted Confidential Information.

3. Exclusions from Confidential Information - Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party; (b) discovered or created by Receiving Party before disclosure by Disclosing Party; (c) learned by Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) is disclosed as required by law or ordered by a court, administrative agency, or other governmental body.

4. Obligations of Receiving Party - Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Upon departure of the Receiving Party from the VFGPA Board of Directors or upon written request by Disclosing Party, Receiving Party shall immediately return to Disclosing Party any and all

(digital or otherwise) records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information. Once Confidential VFGPA digital information has been returned to VFGPA, the Receiving Party is required to delete or otherwise destroy all source data still held by the Receiving Party.

5. Rights in Confidential Information - Disclosing Party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by Disclosing Party to Receiving Party shall not be construed as granting Receiving Party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.

6. Term - The nondisclosure provisions 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 until the Confidential Information no longer qualifies as protected or confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement and all obligations thereunder, whichever occurs first.

7. Entire Agreement - This is the whole Agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

8. Amendments - This Agreement may not be amended except in a written agreement signed by both parties.

9. Waiver - The failure by either party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Governing Law - This Agreement will be governed the laws of the Province of British Columbia.

11. Severability - If a court should determine that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Signatures - This Agreement is binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party (VFGPA)

Receiving Party (Director)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____