

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("Agreement"), constitutes a binding contract between the Canadian Association of Travel Entrepreneurs (CATE) and the individual or entity ("Member") executing the signature on this Agreement.

NOW, THEREFORE, MEMBER AGREE AS FOLLOWS:

1. Member will protect all knowledge and "Confidential Information", that may be obtained in the course of, and as a result of their membership to CATE. "Confidential Information" shall mean all information relating to CATE, CATE affiliates, CATE suppliers and CATE members and their companies including but not limited to member contact information, member profiles, conduct, financial documents and plans, business and operations, customers, suppliers, vendors, employee and independent contractors, products, marketing strategies, event development plans, membership data, costs, sources, strategies, operational procedures, secret processes, formulas, proprietary concepts, inventions, sales data, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, opinions and advice, distribution methods, inventories, memos, source code, software, algorithms, data, machinery, drawings or schematics, computer programs and systems and know-how or other intellectual property that may be at any time furnished, communicated or delivered by CATE or one of its affiliates, suppliers or members, whether in oral, tangible, electronic or other form; the terms of any CATE Agreement, including this Agreement, and the discussions, negotiations and proposals related to any Agreement; and all other non-public information provided by CATE or its affiliates, suppliers or members.
2. This Confidential Information will forever be held inviolate and be concealed from any competitor and non-Members.
3. If Member imparts the knowledge, he or she does so in violation. The affected CATE member, supplier or affiliate and CATE itself, shall be entitled to an injunction by any competent court of equity enjoining and restraining Member and each and every other person concerned from continuance of such violations.
4. Confidential Information may not be disclosed to any non-member of CATE without prior written approval from CATE president, affiliate, supplier or member.

Authority to Execute. Member hereby represents and warrants to CATE that Member has the full right, power and authority to enter into and execute this Agreement, and that Member has taken all actions necessary to authorize it to enter into and perform its obligations under this Agreement.

Limitation of Liability. TO THE EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL CATE BE LIABLE TO MEMBER OR ANY AFFILIATE OF MEMBER UNDER THIS AGREEMENT FOR COSTS,

LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR CATE HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

Governing Law. This Agreement shall be governed by the laws of the Province of Ontario without regard to the conflicts or choice of laws principles thereof.

Effectiveness and Interpretation of Agreement. Any and all legal proceedings sustained from this Agreement shall be set in the jurisdiction of Ontario as agreed between parties. This Agreement sets forth the entire understanding of above-mentioned agreement and unless otherwise stated is not inclusive of any oral or prior written agreements. Any modifications or changes to this agreement must be in written form and signed by both parties. By signing below, Member acknowledges and confirms that Member has read, understands the full contents of and agrees to the entirety of this Agreement. The parties agree that they have the intent, in fact, to sign this Agreement and further consent to use and accept electronic signatures.

Member Signature

Member Name (printed)

Member Company

Date