

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the [Effective Date], by and between:

The Scorpion's Tail Club ("Disclosing Party"), a fully-owned venture of CliMobilize, a Canada registered non-profit (registration number 1519488-1) with principal office located at 848 Palmerston Ave. Toronto ON M6G2S1, and

[Member's Full Name] ("Receiving Party"), with their principal office or residence located at **[Address]**.

1. Purpose

The purpose of this Agreement is to ensure that all confidential information and personal data shared during The Scorpion's Tail Club meetings and related activities remain protected and undisclosed to unauthorized parties.

2. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" shall include, but not be limited to:

- Identities of the Club members.
- All information shared during meetings, events, discussions, and communications related to the Club, whether verbal, written, electronic, or other forms.
- Any documents, materials, or data provided by the Disclosing Party or other members during Club activities.
- Notes, summaries, or reports derived from the aforementioned information.

3. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information.
- Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the purpose of participating in Club activities and not for any other purpose.

- Take all reasonable precautions to protect the Confidential Information, including but not limited to, securely storing physical and digital materials and using encrypted communication channels.
- Notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information.
- Carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign confidentiality agreements or acknowledge their obligations regarding the Confidential Information.

4. Need-to-Know Basis

Confidential Information may be disclosed to colleagues, employees, contractors, and third parties on a need-to-know basis only if they are directly involved in a specific project associated with the ClimateScorpion's Club. The Receiving Party must ensure that these individuals are bound by confidentiality obligations at least as restrictive as those contained in this Agreement. Prior to disclosing Confidential Information, the Receiving Party shall inform such individuals of the confidential nature of the information and their obligation to protect it.

5. Exceptions to Confidential Information

Confidential Information does not include information that:

- is or becomes public knowledge through no fault of the Receiving Party;
- is already in the possession of the Receiving Party without obligation of confidentiality;
- is obtained from a third party without breach of an obligation of confidentiality;
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
 - Independent development must be supported by documented evidence that the development was conducted without reference to the Confidential Information.

6. Permitted Disclosures

The Receiving Party may disclose Confidential Information only to the extent that such disclosure is:

- Required by law or a valid court order, provided that the Receiving Party gives the Disclosing Party sufficient notice to contest such requirement.
- Approved in writing by the Disclosing Party.

In the event of a breach of confidentiality, the Receiving Party must immediately notify the Disclosing Party and cooperate with efforts to mitigate the impact of the breach. The Disclosing Party reserves the right to investigate breaches and take appropriate action.

7. Chatham House Rules

All activities of The Scorpion's Tail Club shall be governed by Chatham House Rules to ensure confidentiality and open discussion. The principles and guidelines of Chatham House Rules are as follows:

- Basic Rule:
 - "When a meeting, or part thereof, is held under the Chatham House Rule, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed."
- Meeting Notification:
 - Participants should be informed in advance or at the beginning of the meeting that the Chatham House Rule applies.
- Scope of Application:
 - The rule applies to meetings, webinars, discussions, and any part of an event where the rule is explicitly invoked.
- Information Usage:
 - Information received can be used by participants to enhance their understanding and knowledge, and to inform their own actions and decisions.
- Anonymity Assurance:
 - Participants cannot reveal the identities or affiliations of any speakers or other participants unless they have explicit permission to do so.
- Speaker Anonymity:
 - The rule ensures that speakers can speak openly without their comments being directly attributed to them or their organizations.
- Recording Prohibition:
 - Recording of meetings or discussions held under the Chatham House Rule is generally prohibited unless specifically permitted and agreed upon by all participants.
- Contextual Attribution:
 - While information can be shared and discussed externally, it must be done in a way that does not attribute the source within the context of the meeting.
- Agreement to Rule:
 - All participants must agree to abide by the Chatham House Rule before the meeting begins.
- Breach Consequences:
 - Any breach of the Chatham House Rule should be addressed by the meeting organizers, which may involve excluding the offending party from future meetings.

8. Return of Materials

Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return or destroy all materials containing Confidential Information and certify in writing that all such materials have been returned or destroyed.

9. No License

Nothing in this Agreement shall be construed as granting any rights or licenses to the Receiving Party under any intellectual property rights of the Disclosing Party or any other member of the Club.

Any intellectual property shared or created during Club activities remains the property of the original contributor unless otherwise agreed in writing. Participants do not acquire any rights to another participant's intellectual property.

10. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party and other Club members, for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to prevent or mitigate any breaches of this Agreement.

In the event of a breach of this Agreement, the Club may take the following legal and financial steps:

10.1. Injunctive Relief

- The Member acknowledges that any breach of this Agreement would cause irreparable harm to the Club, and that monetary damages would not be sufficient remedy. Therefore, the Club is entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce the terms of this Agreement.

10.2. Monetary Damages

- The Member agrees to be liable for any and all damages, including but not limited to direct, indirect, and consequential damages, resulting from unauthorized disclosure of Confidential Information.

10.3. Legal Fees and Costs

- In the event the Club seeks legal recourse to enforce this Agreement, the Member agrees to reimburse the Club for all reasonable attorney's fees, court costs, and other expenses incurred in connection with the enforcement.

10.4. Termination of Membership

- The Club reserves the right to terminate the membership of any Member found to be in breach of this Agreement, without refund of any membership fees paid.

10.5. Penalty Fees

- The Member agrees to pay penalty fees as predetermined by the Club for any unauthorized disclosure. These fees will be substantial to deter breaches and ensure compliance.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

12. Term and Termination

This Agreement shall remain in effect for the duration of the Receiving Party's membership in The Scorpion's Tail Club and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Confidential Information disclosed during the term shall survive the termination of this Agreement.

13. Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

14. Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflict of law principles.

16. Signatures

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions of this Agreement.

- SIGNATURE PAGE -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Disclosing Party Name]

The Scorpion's Tail Club

Authorized Representative Name: _____

Signature: _____

Date: _____

[Receiving Party Name]

[Member's Full Name]

Member's Name: _____

Signature: _____

Date: _____

Effective Date: [Date]