NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

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 WE ARE THE VILLAGERS AND ITS VOLUNTEER

This Confidentiality and Non Disclosure of Information Agreement (the “Agreement”) is made and effective immediately upon signing by both parties.

**BETWEEN: WE ARE THE VILLAGERS** (the "WATV"), A Canadian Registered Charity, located in the Province of Ontario, who’s head address is situation in Midland, ON at:

 486 Hugel Avenue, Midland, ON L4R 1V6

**AND: VOLUNTEER** (the "Volunteer"), an individual who will from time to time represent WE ARE THE VILLAGERS in specific duties.

WHEREAS, the Volunteer has been or will be engaged in the performance of work with respect to phoning and other Charity matters from time to time; and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, the Volunteer and Disclosing Party wish to evidence by this Agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. **NON-DISCLOSURE AND CONFIDENTIALITY OF CONFIDENTIAL INFORMATION**

Both Parties understand and agree that the Volunteer will have access to some confidential information either of the Charity itself or, the children/families who are part of the programs. For the purposes of this Agreement, “Confidential & Non Disclosure Information” means proprietary and confidential information about the charity and those families who enter its programs. Such information includes personal, financial, and other information marked or designated by such Party as “confidential” or “proprietary.” Confidential Information also includes information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this Agreement, Confidential Information does not include:

1. Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
2. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
3. Information that the VOLUNTEER knew prior to receiving any Confidential Information from the Disclosing Party.
4. Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by WE ARE THE VILLAGERS except when expressly permitted in writing by the WE ARE THE VILLAGERS President or, Founder(s). Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of WATV in its possession or control.

1. **TERM**

The term of this Agreement shall last indefinitely.

1. **TITLE**

The Volunteer agrees that all Confidential Information furnished by WE ARE THE VILLAGERS shall remain the sole property of WATV.

1. **COMPLIANCE WITH Law**

The Volunteer agrees to abide by all federal, provincial, and local laws, ordinances and regulations as THEY may apply.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this day of,

 20 .

**ON BEHALF OF: VOLUNTEER**

**WE ARE THE VILLAGERS**

Authorized Signature Authorized Signature

Title Print Name and Address (below)