

WESTERN CANADA DEFENCE INDUSTRIES ASSOCIATION
WCDIA INNOVATION FORUM

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

(Member Representative Acknowledgement)

This Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into by and between the Western Canada Defence Industries Association (“WCDIA” or the “Association”) and the individual member representative who executes this Agreement below (the “Representative” or “Attendee”), in connection with the Attendee's participation in the WCDIA Innovation Forum (the “Forum”). WCDIA and the Attendee may each be referred to individually as a “Party” and collectively as the “Parties.”

The Forum brings together representatives of WCDIA member organizations to discuss sensitive matters relating to the defence industry, including but not limited to programs, capabilities, procurement strategy, technology, industrial partnerships, and government relations. In consideration of being granted access to the Forum and to the discussions, materials, and attendees therein, the Attendee agrees to the following terms:

1. Definition of Confidential Information

“Confidential Information” means any and all information disclosed, presented, discussed, or otherwise made available at, in connection with, or arising from the Forum, whether oral, written, electronic, visual, or in any other form, including without limitation:

- Statements, presentations, briefings, and remarks made by any speaker, panelist, member, guest, or WCDIA representative;
- Business, technical, programmatic, financial, or strategic information relating to any attending organization, its projects, products, technologies, or personnel;
- Information relating to defence procurement strategy, government relations, contracting positions, industrial partnerships, or capability gaps;
- The identity of attendees, their organizational affiliation, and the fact that specific individuals or organizations were present or made specific statements;
- Any notes, recordings, summaries, minutes, or materials distributed before, during, or after the Forum; and
- Any other information that a reasonable person would understand, given its nature or the circumstances of disclosure, to be confidential or sensitive.

Confidential Information does not include information that: (a) was already lawfully known to the Attendee without an obligation of confidentiality prior to disclosure at the Forum; (b) is or becomes publicly available through no breach of this Agreement by the Attendee; (c) is independently developed by the Attendee without use of or reference to the Confidential Information; or (d) is required to be disclosed by law, regulation, or valid order of a court or governmental authority, provided that the Attendee gives WCDIA prompt written notice of such requirement, to the extent legally permitted, so that WCDIA or the affected member may seek a protective order or other appropriate remedy.

2. “Chatham House” Rule of Non-Attribution

Unless expressly stated otherwise by the presenting party, all discussions at the Forum are conducted on a strict non-attribution basis. The Attendee agrees that they will not, outside the Forum, identify or allow to be identified the speaker, organization, or affiliation of any person in connection with any statement,

opinion, or information shared during the Forum, and will not use such information to identify, or in an attempt to identify, whether that information was said or shared by a particular individual or organization.

3. Non-Disclosure Obligation

The Attendee agrees that they shall:

- Hold all Confidential Information in strict confidence and not disclose it, in whole or in part, to any third party, including colleagues within their own organization who did not attend the Forum, without the prior written consent of WCDIA and, where applicable, the disclosing member;
- Use the Confidential Information solely for the purpose of participating in and benefiting from the Forum, and for no other commercial, competitive, or business purpose whatsoever;
- Not record, photograph, film, livestream, or otherwise capture any portion of the Forum's proceedings without the express prior written consent of WCDIA;
- Not remove, copy, or reproduce any written or electronic materials distributed at the Forum, except as expressly authorized by WCDIA; and
- Take all reasonable precautions to prevent the unauthorized or inadvertent disclosure of Confidential Information, using at minimum the same degree of care the Attendee uses to protect their own confidential information of a similar nature, and in no event less than a reasonable standard of care.

4. No License or Transfer of Rights

Nothing in this Agreement, and no disclosure made pursuant to it, shall be construed as granting the Attendee any license, right, title, or interest in or to any Confidential Information, including any intellectual property, trade secret, or proprietary right of WCDIA or any member organization. All Confidential Information remains the sole property of the disclosing Party.

5. Term and Survival

This Agreement takes effect upon execution and shall remain in force indefinitely with respect to the confidentiality obligations set out herein. The obligations of confidentiality and non-attribution under this Agreement shall survive the conclusion of the Forum and shall continue in perpetuity, notwithstanding the Attendee's subsequent departure from their organization or from WCDIA membership, except to the extent that specific information later meets one of the exclusions set out in Section 1.

6. Acknowledgement of Harm

The Attendee acknowledges that unauthorized disclosure of Confidential Information may cause immediate, significant, and potentially irreparable harm to WCDIA, its members, and third parties, including competitive, reputational, security, and commercial harm for which monetary damages alone may be an inadequate remedy. Accordingly, the Attendee agrees that WCDIA and/or the affected member organization shall be entitled to seek injunctive or other equitable relief, without the necessity of posting bond, in addition to any other remedies available at law or in equity.

7. Remedies and Enforcement

In the event of a breach or threatened breach of this Agreement, WCDIA and/or the affected member organization shall be entitled, in addition to any other rights or remedies, to: (a) seek immediate injunctive relief; (b) recover all damages, losses, and reasonable legal costs arising from such breach; and (c) suspend or terminate the Attendee's and/or their organization's membership privileges and future participation in WCDIA events, at WCDIA's sole discretion.

8. Return or Destruction of Materials

Upon request by WCDIA at any time, the Attendee shall promptly return or destroy, at WCDIA's election, all documents, notes, and materials in their possession or control containing Confidential Information, and shall certify such return or destruction in writing if requested.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta for any dispute arising out of or relating to this Agreement.

10. General Provisions

- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or agreements, oral or written, relating thereto.
- **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable.
- **No Waiver:** No failure or delay by WCDIA in exercising any right under this Agreement shall operate as a waiver of that right.
- **Assignment:** The Attendee may not assign or delegate their obligations under this Agreement. WCDIA may assign this Agreement to any successor organization.
- **Binding Effect:** This Agreement binds the Attendee individually and, where applicable, the Attendee's employer organization with respect to information received through the Attendee's attendance.
- **Counterparts and Electronic Signature:** This Agreement may be executed in counterparts and by electronic or digital signature, each of which shall be deemed an original.

ACKNOWLEDGEMENT AND SIGNATURE

By signing below, I confirm that I have read, understood, and agree to be bound by all terms of this Non-Disclosure and Confidentiality Agreement in connection with my attendance at the WCDIA Innovation Forum.

Member Organization:	Representative Name (Print):

Signature:	Date:

For WCDIA Use

Received By (WCDIA Staff):	Forum Date/Location: