



Taekwondo Manitoba 2009 Inc.

BOARD CONFIDENTIALITY AGREEMENT

I, _____, acknowledge and recognize that as a Member of the Board of the Taekwondo Manitoba 2009 Inc. ("Board Member"):

- A) I will be actively engaged in discussions regarding the ongoing and active business operations of the Taekwondo Manitoba 2009 Inc. ("the "Business");
- B) I will be exposed to and have an opportunity to learn about confidential information belonging to and concerning the Taekwondo Manitoba 2009 Inc.

THEREFORE IN CONSIDERATION of selection as a Board Member and as such being granted access to confidential information about the Business which I would not have access to if I were not a Board Member or if I refused to execute this Undertaking, I unconditionally and irrevocably undertake, acknowledge, and covenant with the Taekwondo Manitoba 2009 Inc. and the Board and Board members as follows:

1. DEFINITION

1.1 "Confidential Information" means information including but not limited to information respecting Taekwondo Manitoba's Business, and which:

- (a) is, or may be used in Taekwondo Manitoba 2009 Inc.'s Business;
- (b) is not publicly available;
- (c) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and
- (d) has been disclosed by Taekwondo Manitoba 2009 Inc. to me or is contained in information disclosed by Taekwondo Manitoba 2009 Inc. to me in connection with my position as a Board Member.

2. CONFIDENTIAL INFORMATION TO BE KEPT IN CONFIDENCE

2.1 I acknowledge that the Confidential Information is a special, valuable and unique asset of Taekwondo Manitoba 2009 Inc., and I agree that at all times:

- (1) I will keep in confidence all Confidential Information and will not directly or indirectly disclose any Confidential Information to any person or entity;
- (2) I will not directly or indirectly use the Confidential Information other than in the course of my duties as a Board member.

3. RETURN OF MATERIALS AT TERMINATION

3.1 I will promptly deliver to Taekwondo Manitoba 2009 Inc. all Confidential Information including original documents, data, records, spreadsheets, and other information provided to me by Taekwondo Manitoba and all copies thereof upon demand by Taekwondo Manitoba 2009 Inc. or its Solicitors. I shall keep a record of any reproduction of Confidential Information and shall disclose such record to Taekwondo Manitoba 2009 Inc. upon request and such record shall include the information reproduced, the date of its reproduction, to whom the reproduction was given, and how many copies were made.

4. INJUNCTION:

4.1 I agree that it would be difficult to measure damage to Taekwondo Manitoba 2009 Inc. from any breach by me of the covenants set forth in paragraphs 2.1 and 3.1 herein, the injury to Taekwondo Manitoba 2009 Inc. from any such breach would be impossible to calculate, and that money for damages would therefore be an inadequate remedy for such breach.

Accordingly, I agree that if it shall breach any provisions of paragraphs 2.1 or 3.1 Taekwondo Manitoba 2009 Inc. shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate order to restrain any such breach by me, or anyone claiming through me, without showing or proving any actual damage sustained by Taekwondo Manitoba 2009 Inc.

5. GENERAL:

5.1 If any provision of this Undertaking is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Undertaking, and all provisions of this Undertaking shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability hereof.

5.2 This Undertaking shall be binding upon me and any other person or legal entity to which the Confidential Information disclosed by Taekwondo Manitoba 2009 Inc. to me is released.

5.3 I acknowledge that I have had time to review this Undertaking, fully understand its contents, and have had the opportunity of obtaining legal advice concerning its interpretation and effect.

Executed this _____ day of _____, 2015.

Witness as to the signature of (Board Member)

Board Member (Print Name) _____

Signature _____

Witness (Print Name) _____

Signature _____

Approved: Mar. 29, 2015
Amended: Apr. 15, 2015