



tla'amin
TLA'AMIN NATION

Non-Disclosure Agreement

Confidential Information – Shoreline Naturalization Study (Phase 1)

Confidential Information

1. I acknowledge that the Tla'amin Nation (TN) will provide access to the Phase 1 Shoreline Study report and related materials (the "Confidential Information") for the sole purpose of preparing a submission in response to the applicable Request for Proposals (RFP). Confidential Information includes all information, regardless of its form of documentation or recording, relating to but not restricted to:
 - (i) Technical studies, assessments, mapping, modelling, drawings, and analysis contained within or supporting the Phase 1 Shoreline Study report;
 - (ii) Proprietary, financial, governance, or regulatory information of Tla'amin Nation referenced within the report;
 - (iii) Information relating to leaseholders, landowners, infrastructure, environmental conditions, or culturally sensitive areas;
 - (iv) Internal strategies, planning approaches, risk management considerations, and implementation concepts;
 - (v) Information received by TN from third parties to whom it owes a duty of confidence;
 - (vi) Strategies, ideas, processes, and technical concepts developed by or for TN in relation to shoreline management and naturalization.

Proprietary Right

2. I acknowledge that all Confidential Information constitutes a proprietary right which TN and its affiliated organizations are obligated to protect.

Non-Disclosure

3. I agree that I will not disclose any Confidential Information to any person, including affiliates, subcontractors, or other parties, except those directly involved in preparing the RFP submission and who are bound by equivalent confidentiality obligations. I will not use the Confidential Information for any purpose other than preparing a submission in response to the RFP.
4. I agree to comply with all reasonable security precautions and safeguards to maintain the confidentiality of the Confidential Information and to limit its distribution strictly to individuals with a legitimate need-to-know for the purpose of preparing the proposal.
5. I agree that I will not disclose any Confidential Information unless authorized in writing by TN or its designated representatives.
6. I agree that I will not disclose any Confidential Information in a manner that could adversely affect TN's interests, image, reputation, or strategic position.

Return or Destruction of Materials

7. Upon request by TN, or upon completion of the RFP process (whether or not a contract is awarded), I agree to promptly return or destroy all Confidential Information, including notes, copies, electronic files, summaries, or excerpts derived from it.

Necessary Protections

8. I acknowledge that the restrictions contained in this Agreement are necessary for the protection and goodwill of TN and are reasonable for that purpose. I further acknowledge that any breach of this Agreement may cause TN substantial and irreparable harm, and that TN may seek any remedies available at law or in equity, including injunctive relief.

Continuing Obligations

- 9. I agree that the provisions of this Agreement shall survive completion of the RFP process and any decision regarding contract award.

Signature of Authorized Proponent Representative

Name (please print)

Date