



CONFIDENTIALITY AGREEMENT

THIS AGREEMENT ENTERED INTO AND BETWEEN:

1. The **International Weightlifting Federation** (hereinafter referred to as: **IWF**) registered seat: Maison du Sport International, Av. de Rhodanie 54, 1007, Lausanne, Switzerland; represented by Mr. Michael Irani, Interim President, and Mr. Mohammed Hasan Jalood, General Secretary; and
2. **Name:**

Address:



(an individual, referred to throughout as “I”).

Relationship to the IWF

I, _____ as a/an

_____ **IWF EXECUTIVE BOARD MEMBER**, declare and accept that by executing this Confidentiality Agreement (the “**Declaration**”) I am bound by its terms.

Confidential Information

I understand that the nature of my involvement as a Member of an IWF body set out above is such that I will have knowledge of, or become aware of, sensitive and Confidential Information (as defined below), including personal information, regarding other individuals.

I do swear or solemnly affirm that I will comply with all the requirements pertaining to the confidentiality of the information received by me or that comes to my knowledge, in any other way, in the course of my duties and tasks during and after the term of my involvement.

Except as required or permitted by law or by any competent court, regulator or governmental body having jurisdiction over IWF as authorized in the course of my duties; or as expressly authorized by IWF in writing, I will not disclose or give to any person whatsoever, including in particular members of the media, any Confidential Information or document that comes to my knowledge or possession either directly or indirectly through the performance of my duties.

If disclosure is required or permitted by law or by any competent court, regulator or governmental body having jurisdiction over IWF, I will consult with IWF reasonably in advance of such disclosure so as to permit IWF reasonable opportunity to review and comment on such disclosure and, if so desired, for IWF to take any reasonable action to prevent or restrict such disclosure or use.

I hereby acknowledge that IWF has all rights to possession of and title to all Confidential Information and any copies, extracts and summaries and other Confidential Information originating during the course of my involvement for IWF.

For the purpose of this Declaration, “**Confidential Information**” means information of a confidential nature (regardless of whether or not such information is recorded in any physical, electronic or other media and including all copies, extracts and derivations of confidential information) that is received by me or otherwise generated by me pursuant to or in connection with my involvement for IWF and that concerns the business, affairs, assets and/or interests of IWF or any of its affiliates, including technical data; know-how; designs; plans; specifications; methods; processes; controls; systems; trade secrets; recipes; formulae; research and development data; product complaint and testing information; computer source and object code; lists of customers and suppliers; personal information; information relating to development, engineering, manufacturing, marketing, distribution, sale or purchase of goods and/or services; accounts; financial statements; financial forecasts; business plans; budgets, estimates, sales information or other financial information; and any other information concerning the business, affairs, assets and/or interests of IWF or any of its affiliates which is marked as being confidential or would reasonably be expected to be kept confidential.



Injunctive Relief

I understand that breach of my obligation of confidentiality may result in possible legal action against me and in immediate termination of my involvement with IWF. I acknowledge, consent and agree that in the event of any such breach, IWF shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief to restrain the violation or threatened violation of such obligations by me and persons acting for or in connection with me.

Acknowledgments

I acknowledge that this Declaration is a term and condition of my agreement /mandate/appointment with **IWF** and therefore forms a material part of that contract. I certify and acknowledge that I have carefully read all of the provisions of this Declaration and I understand and shall fully and faithfully comply with this Declaration.

With respect to any Confidential Information covered by this Declaration, if any provision in this Declaration conflicts with any of my existing obligations with respect to such Confidential Information under my existing agreement/mandate/appointment with IWF, such provision in this Declaration shall prevail to the extent of such conflict with respect to such Confidential Information.

For the avoidance of doubt, I acknowledge that the provisions of this Declaration shall survive the termination of my agreement /mandate/appointment with IWF.

This Declaration and the documents referred to herein, together with the existing agreement /mandate/appointment with IWF and I, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Declaration, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

Governing Law and Jurisdiction

This Declaration and any dispute or claim (including non-contractual disputes or claims) arising out of it or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Switzerland. I irrevocably agree that the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Declaration or its subject matter or formation. I agree that service upon me at the last address notified to IWF by me as my home address of any proceedings relating to this Declaration shall constitute good service upon me.

Severability

If any provision of this Declaration is invalid, illegal or unenforceable in any respect, such provision shall be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Declaration. To the extent such provision cannot be so enforced, it shall be stricken from this Declaration and the remainder of this Declaration shall be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Declaration.



Signed by on the date _____ :

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INTERIM PRESIDENT
For and on behalf of IWF

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GENERAL SECRETARY
For and on behalf of IWF

Name:

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Signature:

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