

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on [date here] (the “Effective Date”), and governs the disclosure of information between

1. (the “Disclosing Party”)

2. (the “Receiving Party”)

collectively referred to as the "Parties".

The Receiving Party understands and agrees that the Disclosing Party has disclosed and may continue to disclose confidential and proprietary information relating to, without limitation, the Disclosing Party’s website **[domains here]**, regardless of how documented or disclosed, whether created jointly or solely by the Disclosing Party, or whether in existence as of the Effective Date or created thereafter (the “Confidential Information”) according to the terms and conditions outlined herein.

1. As used herein, “Confidential Information” shall mean any and all technical and non-technical information provided by the Disclosing Party to the other, including but not limited to (a) patent and patent applications, (b) trade secrets, (c) proprietary information including, without limitation, ideas, media, techniques, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and information the disclosing party provides.
2. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.
3. In consideration of the disclosure of Confidential Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Confidential Information in strict confidence and to take all precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Confidential Information or any information derived therefrom to any third person and/or entity, (iii) not to make any use whatsoever at any time of such Confidential Information except to evaluate internally its relationship with the Disclosing Party or to implement services for the exclusive benefit of the Disclosing Party, (iv) not to copy, reproduce, distribute or reverse engineer any such Confidential Information, and (v) to apply the terms of this agreement to all members of the Disclosing Party, and to any other persons as nominated explicitly by the Disclosing party. The Receiving Party shall procure that its employees, agents, sub-contractors and related-parties to whom Confidential Information is disclosed or who have access to Confidential Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.
4. The foregoing confidentiality obligations shall not apply with respect to any information that the Receiving Party can document (i) is or becomes, through no improper action or inaction by the Receiving Party or any related-party, affiliate, agent, consultant or employee, generally available to the public, or (ii) was in its possession or known by it

prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully and lawfully disclosed to it by a third party, or (iv) was independently developed without use of any Confidential Information, partly or wholly, of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

5. The Receiving Party shall immediately notify the Disclosing Party in writing upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
6. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Confidential Information and all documents, media, other tangible materials and other content formats containing any such Confidential Information and any and all copies or extracts thereof. Where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased.
7. The Receiving Party acknowledges and agrees that it will not acquire any right, title or interest in or to the Confidential Information. The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Receiving Party shall not make or have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party.
8. The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
9. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Confidential Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Confidential Information.
10. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
11. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the written consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties.
12. This Agreement will commence on the Effective Date and continue until all Confidential Information disclosed by the Disclosing Party to the Receiving Party lawfully enters the public domain.
13. Time is of the essence in this Agreement.
14. This Agreement is governed by the applicable legislation of the Province of Alberta and federal statutes of Canada. The courts of Alberta, including the federal courts sitting in Alberta, will have exclusive jurisdiction to hear any dispute related to this Agreement. The Parties hereby consent and attorn to the jurisdiction of such courts.

[Disclosing Party]

Date:

Name:

Company/Legal entity Name:

Signed:

[Receiving Party]

Date:

Name:

Company/Legal entity Name:

Signed:

Witness Name and Sign: