**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is made and effective the **\_(date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_**by and between **YourCompany** and **ClientCompany**, Inc .

1. **Confidential Information**.

**ClientCompany** proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to **YourCompany**. Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, **to yourcompany** by **ClientCompany**. Confidential Information disclosed orally shall be treated with the same confidentiality as written material.

2. **YourCompany**’s **Obligations**.

**YourCompany** agrees that the Confidential Information is to be considered confidential and proprietary to **ClientCompany** and **YourCompany** shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with **ClientCompany**, and shall not disclose or discuss any of it with anyone. **YourCompany** shall not take, use or profit from information obtained during the course of research or discussions, and agrees to only work on the information when instructed to do so by **ClientCompany**.

Confidential Information furnished in tangible form shall not be duplicated by **YourCompany** except for purposes of this Agreement. Upon the request of **ClientCompany**, **YourCompany** shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

3. **Term**.

Given the sensitive nature of the materials being discussed by participants, all information disclosed during meetings shall remain confidential for a period of five (5) years following the disclosure of such information. Further, no aspects of the project shall be discussed with anyone outside of the project team unless instructed to do so. Finally, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against **YourCompany**, nor by the rejection of any agreement between **ClientCompany** and **YourCompany**, by a trustee of **YourCompany** in bankruptcy, or by **YourCompany** as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. **Other Information**.

**YourCompany** shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available following the publication of any reports, articles or public presentations. **YourCompany** shall not under any circumstances following the publication of any material function as a spokesperson for **ClientCompany** or comment on any of the material without the expressed written consent of **ClientCompany**.

5. **No License**.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. **YourCompany** agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the **YourCompany** consents to the exclusive jurisdiction of the provincial court for resolving any dispute arising out of this Agreement. **YourCompany** agrees that in the event of any breach or threatened breach by **YourCompany**, **ClientCompany** may use this agreement to protect himself against any such breach or threatened breach.

 7. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. **No Assignment**.

**YourCompany** may not assign this Agreement or any interest herein without **ClientCompany**'s express prior written consent.

 9. **Severability**.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

10. **No Implied Waiver.**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

 11. **Headings**.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**ACCEPTED AND AGREED** to by the parties as signed and dated below:

*“****ClientCompany****, Inc”*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Date:

*(“* ***YourCompany****”)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Date: