

NON-USE AND NON-DISCLOSURE AGREEMENT

This Non-Use and Non-Disclosure Agreement (the "Agreement") is entered into as of _____
(the "Effective Date"),

BY AND BETWEEN:

_____,
an individual residing at _____

("Disclosing Party")

AND:

_____,
a company incorporated and existing under the laws of _____
and having its registered office at _____

("Recipient")

each singularly referred to as a "Party" and collectively referred to as the "Parties":

BACKGROUND FACTS

- A. Disclosing Party possesses certain previously undisclosed innovatory ideas and certain confidential information relating to _____, which ideas and information are confidential and proprietary to Disclosing Party (more fully defined below and hereinafter referred to as the "Confidential Information");
- B. Recipient has represented to the Disclosing Party that Recipient desires to obtain access to the Confidential Information for the limited purpose of _____

("Permitted Purpose"), and Disclosing Party desires to permit such access, subject to the restrictions and conditions contained in this Agreement;

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. SUBJECT MATTER OF THIS AGREEMENT

Disclosing Party agrees to provide to Recipient access to certain Confidential Information, and Recipient, in consideration of and as a condition for Disclosing Party providing such access, hereby undertakes to be bound by all obligations contained in this Agreement.

2. CONFIDENTIAL INFORMATION

(a) "Confidential Information" is proprietary to or main consideration, planned, or or on its behalf, whether b communication (whether Recipient's employees or a

- (i) terms of an arrangement
- (ii) practices and parties;
- (iii) discoveries, specifications trademark fili elements and secrets and k
- (iv) research and
- (v) client lists;
- (vi) marketing pla
- (vii) business plan
- (viii) memoranda, r
- (ix) financial infor
- (x) suppliers, ven
- (xi) past, current,
- (xii) hardware and
- (xiii) any other ma technologies,
- (xiv) any documen "Confidential"
- (xv) the terms of t

(b) The term "Confidential Inf which information Disclos treats as proprietary or con

(c) "Confidential Information" detail and to Disclosing Pa

uch information may take, that her presently existing, under s disclosed by Disclosing Party directly, through any means of action, to Recipient or any of

nty, liability, commitment or

sclosing Party and any third

ues, procedures, processes, gorithms, patent applications, es, multimedia and interactive aphic art, technical data, trade

nd notes;

es, budgets;

vices;

y Disclosing Party;

cial affairs, products, services,

to Recipient which is labeled

nder s. 2(a) of this Agreement, information Disclosing Party

can document in reasonable

- 3. Recipient a Agreement a
- 4. Recipient ag of this Agree
 - (ii) to the extent Discl
 - (iii) to the extent requ administrative or o
- (c) Recipient shall protect the Co protect Recipient's own similar care, and take all necessary step Confidential Information, or any 3(b) of this Agreement.
- (d) To the extent Confidential Infor Information at Recipient's usual other information and document
- (e) Recipient shall not use, reprod computer, network, or device th have the legal right to disclose t
- (f) To the extent Recipient chooses Party, Disclosing Party shall be does not in any manner affect or including business activities w written agreement between the not be deemed confidential and or liability to Recipient.

4. NON-SOLICITATION

- (a) Recipient, the Recipient's affil Disclosing Party's prior written c
 - (i) call on, solicit, or potential custome indirectly related t Information;
 - (ii) directly or indirec independent contr her relationship w consultant or inde its affiliates; or
 - (iii) otherwise interfere customers, or othe

5. OWNERSHIP AND TITLE

- (a) All rights in and title Agreement will grant t Information.
- (b) Nothing contained in t right, title, interest or neither the execution shall be construed as interest in any trade se Party or any right here be strictly necessary to

disclosing Party. Nothing in this license in or to the Confidential
 ther expressly or impliedly, any sing Party. For greater clarity, f any Confidential Information, on, estoppel or otherwise, any er owned or held by Disclosing t and only to the extent as may

6. RELATIONSHIP

- (a) Nothing in this Agreeem between Disclosing Par
- (b) Neither of the Parties h

employer-employee relationship
 ngement with any third party.

7. RETURN OF CONFIDENTIAL INF

Recipient shall keep track of all the location of such informa Information from Recipient. Up use of the Confidential Informa

have provided to Recipient, and the return of all Confidential hat Recipient ceases to require reement, Recipient shall:

- (a) return all Confidential I
- (b) destroy or have destr Recipient's access to or
- (c) provide a certificate to may be.

any copies of this information;
 rks based on or derived from
 troyed or returned, as the case

8. COOPERATION BETWEEN PART

- (a) In the event that Recip the Confidential Infor request so Disclosing compliance with the pr
- (b) If Recipient loses or otherwise becomes aw Information, Recipient necessary to retrieve th
- (c) If Disclosing Party bri misappropriation or mi such assistance as may action.

ceeding to disclose any part of prompt written notice of such rnatively to waive Recipient's
 e Confidential Information or n or entity of any Confidential g and take all reasonable steps ion.

third party in connection with rees to cooperate and provide to successfully prosecute such

(d) Recipient agrees to other agreements, c advisable in order to perfect or otherwise

d shall execute and deliver such that Disclosing Party may deem this Agreement and to evidence, nt.

9. NOTICES

(a) Any notice or dema writing and shall be following address:

nt to this Agreement shall be in mailed by registered mail to the

TO DISCLOS

(b) In case of personal s delivery of such notific

shall be deemed to be the date of ive Party.

(c) In case of service by business days follow

demand shall be deemed to be 3

(d) For convenience an However, such corre the other Party or os

of each notice by fax or email. pecifically recognized as such by

(e) The Parties may fro described in this Agr

nother address from the address is Section.

10. REPRESENTATIONS

In providing the Confidential to its adequacy, sufficienc intellectual property or other

ions, either express or implied, as rpose, non-infringement of any

11. TERM AND TERMINATION

(a) This Agreement will

(i) the day when

(ii) the day when

(iii) the day when

(iv) one year after

filling the Permitted Purpose;

ill the Permitted Purpose;

(b) The obligations of expiration or termin Disclosing Party cea Information becomes

this Agreement will survive the ill continue until such time that l such time that the Confidential act of Recipient.

- (c) The obligations of n termination, as the ca date of such expiratio
- (d) In the event of the e obligations which ar Agreement or remedi effect for such peri preceding sentence, t 12, and 17.

t will survive the expiration or period of 2 (Two) years from the

reason whatsoever, all rights and expiration or termination of this emed to survive and continue in : limiting the generality of the is Agreement: 3, 4, 7, 8, 9, 10, 11,

12. REMEDIES

- (a) Recipient agrees and nature and that any f Agreement cannot b irreparable injury to addition to all other Recipient and any a restricted by this Agr
- (b) Recipient shall be li complete legal costs this Agreement by Re

of a proprietary and confidential tial Information in breach of this oney damages and would cause Disclosing Party is entitled to, in equity, an injunction restraining mitting or engaging in any act

ding, and without limitation, the ment as a result of any default of

13. NO WAIVER

No failure or delay by Disclo operate as a waiver, nor will exercise of them or the exerc

provided in this Agreement will or privileges preclude any further this Agreement.

14. SEVERABILITY

- (a) Disclosing Party and However, if a court of to be enforceable, it scope by the court o and enforceable, bea possible protection to
- (b) If any term, clause or jurisdiction, such inva and such invalid term

asonable, valid and enforceable. f this Agreement to be too broad hat such provision be reduced in render the provision reasonable ive Disclosing Party the broadest ormation.

orceable by a court of competent y other term, clause or provision from the Agreement.

15. ASSIGNABILITY

- (a) Disclosing Party may third party without co
- (b) Recipient may not as party without the pri

ns under this Agreement to any

nder this Agreement to any third

arising out of or in connection with the subject-matter, or performance of this Agreement.

subject-matter, or performance of this

(e) Nothing in this section precludes a party from seeking interim relief at any time.

interim relief at any time.

19. INTERPRETATION

In this Agreement, unless there is an inconsistency, the following shall prevail over any inconsistent therewith:

inconsistent therewith:

(a) words in the singular number shall be construed to include the plural;

be construed to include the plural;

(b) words in the plural include the singular;

rued to include the singular;

(c) words importing the use of a particular term shall be construed in the context or party referred to so as to give effect to the necessary grammatical and terminological changes having regard to the context;

the context or party referred to so as to give effect to the necessary grammatical and terminological changes having regard to the context;

(d) the headings of this Agreement shall not be used for its interpretation; and

ot be used for its interpretation; and

(e) time is of the essence in this Agreement.

20. COUNTERPARTS

(a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together, shall constitute one and the same agreement.

, together, shall constitute one and

(b) This Agreement shall not be binding unless executed by and delivered to both Parties.

n executed by and delivered to both

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

Disclosing Party: _____
(full name of the signing individual)

For Recipient: _____
(full name and position of the signing individual)

(date)

(signature)

(date)

(signature)