

***Non-Disclosure Agreement*****Last Updated: February 08, 2016****Page 1 of 2**

This Non-disclosure Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ hereinafter "Source") and \_\_\_\_\_ with offices located at, \_\_\_\_\_ (hereinafter "Recipient").

Whereas, the parties intend to exchange information which is proprietary and confidential to either the Source or Recipient or their customers, and the parties desire to provide for the confidentiality and nondisclosure of that information in relation to new technologies, projects, and initiatives, technology and information exchanges involving both the Source and Recipient.

A definition of what Confidential Information is and is not is available upon request and shall be known as Appendix A to this Agreement. The Recipient or Source will not disclose confidential information provided by the Source or Recipient except: a) to an employee (who needs to know that information for the purpose of the Work; b) to someone to whom the law requires making the disclosure.

Recipient or Source agrees to keep confidential all Confidential Information disclosed by the parties, and shall maintain such information secret and confidential, using the same degree of care it would use in the protection of its own secret and proprietary information.

Where the Source and Recipient's Relationship may be of a competitive nature, the Recipient also agrees to treat all information as confidential and the Recipient agrees not to use this confidential information in any competitive situation with the Source. Direct communications by the Recipient with the Source's Customer in relation to any issues work covered by this agreement including but not limited to new technologies, projects, and initiatives, technology and information exchanges are forbidden without the written consent of the Source. The Recipient or Source agrees to maintain and keep all Confidential Information in confidence until such time as such Confidential Information shall no longer be "Confidential Information", or for the term of this Agreement, whichever shall first occur. This Agreement shall be effective on the date above, and shall continue for a period of five (5) years following the last exchange of Confidential Information between the parties. The obligation herein contained by the parties and their personnel shall continue in full force and effect whether or not any other agreement to perform work or services is entered into between the parties.

No license whatsoever, either express or implied, is granted by disclosure of Confidential Information to the Recipient by the Source or to the Source by the Recipient pursuant to any agreement between the Source and Recipient under any patent, patent applications or other proprietary right now or hereafter owned or controlled by the Source or Recipient.

Both parties acknowledge the other's claim of ownership of the Confidential Information disclosed by that party and all patent, copyright, trademark, trade secret, and other intellectual property rights in such Confidential Information. All patented or patent pending items, along with all copyright, trademark, trade secret, or other intellectual property rights of the parties will be specified for which the parties will be liable in the event of disclosure.

Both parties agree that, in the event of a breach or threatened breach by the other party of any of the provisions of this agreement, that party shall be entitled to an interim injunction, interlocutory injunction and permanent injunction in order to prevent or to restrain any such breach. All obligations created by this Agreement will survive any change in or terminations of the parties' relationship.

This agreement is subject to and shall be construed in accordance with the laws of the Province of Ontario or any other jurisdiction, and each of the parties hereby consents to the non-exclusive jurisdiction of the courts of that Province or any other jurisdiction, with respect to any dispute arising under it.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Agree:

Accepted:

By:

By:

*(Print Name and Title)*

*(Print Name and Title)*

Date:

Date:

I have authority to bind the corporation.

I have authority to bind the corporation.

**Appendix A**

1. "Confidential Information" whether disclosed in writing, orally or otherwise, of any nature in any form, shall consist of samples of the product design, production processes, drawings, plans, specifications, engineering data, demonstrations, technical information, trade secrets, cost data, any ideas or other information which may or may not be patentable or constitute the basis of patentable inventions, for which the disclosing party has a direct proprietary interest and any other information concerning or relating to the technology and processes for which Source or Recipient or their customers have a proprietary interest (including any designs which have been previously disclosed to Recipient or Source, or which is disclosed to Recipient or Source during the term of this Agreement). Confidential Information shall be marked confidential or, if transmitted orally, visually or otherwise, be identified as confidential at the time of disclosure and thereafter reduced to writing marked confidential within thirty (30) days of disclosure.

Confidential Information shall not include:

- a. Information generally available to the public from another source;
- b. Information which is lawfully acquired from a source which is not a party to this Agreement including, without limitation, information supplied to the Recipient or Source by other customers requesting products, services and/or technology from the Recipient or Source similar to those to be provided by the Recipient or Source to the Source or Recipient;
- c. Information lawfully in the possession of the Recipient or Source before being disclosed to it by the Source or Recipient;
- d. Information that becomes known to the Recipient or Source from a third party when the Recipient or Source had no reason to suspect a breach of a third party's obligation;
- e. Proprietary information owned by the Source which is being disclosed by the Source to any third party on a non-confidential basis or proprietary information found by the Recipient and provided to the Source hereunder which is disclosed by the Source, with the permission of the Recipient to any third party on a non-confidential basis;
- f. Proprietary information owned by the Recipient which is being disclosed by the Recipient to any third party on a non-confidential basis or proprietary information found by the Source and provided to the Recipient hereunder which is disclosed by the Recipient, with the permissions of the Source to any third party on a non-confidential basis;
- g. Information that is required to be disclosed to comply with any applicable Act, law, Rule or regulation, or with a court or administrative order; in the event that disclosure is required, the parties hereby agree to notify each other of the requirement.
- h. Information that is independently developed by Recipient or Source without breach of this Agreement.