

Confidentiality Agreement

Effective Date This confidentiality Agreement (“Agreement”) is made and effective October 5, 2016

Between This agreement is between

“Owner”	“Recipient”
ABC, an Ontario Corporation	CDE Company

Owner Disclosure Owner proposes to disclose certain of its confidential and proprietary information (“Confidential Information”) to Recipient.

Confidential Information Confidential Information is defined in the table below.

Includes ...	disclosed or submitted ...	to ...
<ul style="list-style-type: none">• Data,• Technology,• Products,• Materials,• Manuals,• Software,• Specifications,• Computer programs,• Business plans,• Marketing plans,• Financial information, <u>or</u>• Any other information	<ul style="list-style-type: none">• Orally ,• In writing, <u>or</u>• By any other media	<ul style="list-style-type: none">• Recipient, <u>or</u>• Owner

No requirement Nothing herein shall require Owner to disclose any of its information.

Oral Disclosures Confidential Information disclosed orally shall be identified as such within five (5) days.

Recipient Obligation

Recipient Agrees

Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner.

Recipient will...	Recipient will not...
Hold the same in confidence	Use other than for the purpose of its business with the Owner
Disclose it only to its <ul style="list-style-type: none">• Officers,• Directors, <u>or</u>• Employees With a specific need to know	<ul style="list-style-type: none">• Disclose,• Publish, <u>or</u>• Otherwise Reveal any Confidential Information received from Owner to any other party whatsoever except with prior written authorization from Owner.

Not duplicated

Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this agreement.

Return

Within ten (10) days, upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including

- Copies,
- Reproductions, or
- Other media containing such Confidential Information.

Optional Destruction

Recipient may choose destruction of any documents or other media developed by Recipient containing Confidential Information. The Recipient must carry out the following steps,

Step	Action
1	Destroy documents or other media developed by Recipient containing Confidential Information.
2	Within ten (10) days provide Owner a written certificate regarding destruction.

Term

2 year

The obligations of Recipient herein shall be effective for a period of two (2) years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement.

Not affected by

The obligation not to disclose shall:

Not be affected by...
<ul style="list-style-type: none">• Bankruptcy,• Assignment,• Receivership, Whether initiated by or against Recipient.
• Attachment, <u>or</u>
• Seizure procedures
The rejection of any agreement between Owner and Recipient.
A trustee of Recipient in bankruptcy
Recipient as a debtor-in-possession.
Or the equivalent of any of the foregoing under local law.

Other Information

No obligation Recipient shall have no obligation under this Agreement with respect to

Confidential Information...	provided...
<ul style="list-style-type: none">• Which is or becomes publicly available without breach of this Agreement by Recipient• Is rightfully received by Recipient without obligations of confidentiality, <u>or</u>• Is developed by Recipient without breach of this Agreement.	Such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure

No publicity Recipient agrees not to disclose

- Its participation in this undertaking,
- The existence or terms and conditions of this Agreement, or
- The fact that discussions are being held with the Owner.

No assignment Recipient may not assign this agreement or any interest herein without the Owners express prior written consent.

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

Superseded This agreement terminates and superseded all prior understandings or agreements on the subject matter hereof.

Modification This Agreement may be modified only by further writing that is duly executed by both parties.

No Licence

Rights by License Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise any Confidential Information.

Soliciting change It is understood and agreed that neither party solicits any change in the

- Organization
- Business practice,
- Service, or
- Products

Of the other party.

No Intent 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.

Unannounced products Confidential Information may pertain to prospective or unannounced products.

Competing product Recipient agrees not to use Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

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.

Governing Law and Equitable Relief

Governed by This Agreement shall be governed and construed in accordance with the laws of Canada and the Province of Ontario.

Disputes Recipient consents to the exclusive jurisdiction of the courts for any dispute arising out of this Agreement.

Breach The Recipient agrees that in the event of any breach or threatened breach by Recipient, owner may obtain

- Such equitable relief as may be necessary to protect Owner against any such breach or threatened breach, along with
- Any other legal remedies which may be available.

Notices

Notices

Any notice required by this Agreement or given in connection with it, shall be

- In writing, and
 - Given to the appropriate party by
 - Personal delivery,
 - Certified mail,
 - Postage prepaid, or
 - Recognized overnight delivery services.
-

Delivered to

The following table shows where to deliver notices.

Owner	Recipient
ABC 123 Street Town City	CDE Company Street Town City

Witness

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

ABC

CDE Company

By: _____

By: _____

John Citizen
President

Joe Blow
Director
