

NON-DISCLOSURE/NON-COMPETITION AGREEMENT

Agreement and acknowledgement between representing party, including AGREEMENT and acknowledgement between the FIRST party (the writer and author), _____, and the SECOND party (the Company). Located at: _____.
Phone (____) _____, Fax (____) _____.

Whereas, the company, _____ and _____, this ____ day of _____, 200_ contemplate discussions that may result in a business arrangement being formed between them or their associates and or financiers, and in the course of such discussions, each party may disclose to the other confidential and proprietary information; and

Whereas, the parties desire to enter into an agreement setting forth their respective rights and duties relating to the protection of their confidential and proprietary information;

Now therefore, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows;

1. Definitions:

1.1 "**Disclosing Party**" shall mean the party whose Proprietary Information is revealed to, and/or learned by, the Receiving Party and/or its employees or agents in connection with this Agreement.

1.2 "**Proprietary Information**" shall mean any information disclosed on or after the Effective Date that is confidential to a party, including without limitation all ideas, concepts, structures, specifications, documentation, designs, techniques, drawings, hardware, software, data, prototypes, processes, technology, know-how, methods of design and/or development, inventions, and/or other technical, business, marketing, planning information and/or data regardless of how such information is transmitted (including orally, and/or in documentary and/or machine-readable form, and/or in the form of samples from which the information may be derived), that if disclosed: (a) in tangible form, is marked "Confidential," "Proprietary," or a similar legend; or (b) orally, is stated by the Disclosing Party to be confidential and confirmed to be confidential and confirmed to be confidential in writing within twenty (20) days of such disclosure. Proprietary Information includes any notes, memoranda or physical or electronic documents of any kind of a Receiving Party that incorporate or embody any part of Proprietary Information of a Disclosing Party.

- 1.3 **“Receiving Party”** shall mean the party who receives or otherwise learns, and/or whose employees or agents receive or otherwise learn, Proprietary Information of the Disclosing Party.
2. **Use of Proprietary Information:** Each party shall use such Proprietary information it receives from the other only in furtherance of the business discussions contemplated by this Agreement. A Receiving Party may disclose the other’s Proprietary information only (a) to those of its employees, agents or affiliates who have a “need to know” the information in connection with the discussions contemplated by this Agreement and have obligations to maintain the confidentiality of such information that are comparable in scope to those set forth hereunder, or (b) as otherwise permitted in writing by the Disclosing Party. Each party must not contact the other party’s group of contacts which they will be introduced, including but not limited to private investors, corporate investors, corporations without the permission or knowledge of the other party. Nothing in this Agreement shall operate to assign or grant from a party any proprietary right, interest, or license to the other.
 3. **Limitations on Confidentiality:** The following information shall not be deemed Proprietary Information and shall not be subject to the restrictions of Section 2: Information that (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was rightfully in the Receiving party’s possession prior to disclosure by the Disclosing Party. (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such information without restriction; (iv) is independently developed by the Receiving Party without resort to the Disclosing Party’s Proprietary Information; or (v) is required by law or judicial order to be disclosed, provided that—prior to such disclosure—the Receiving Party has furnished written notice to the Disclosing Party of its intent to disclose the information in order to afford the Disclosing Party a reasonable opportunity to seek a protective order. Nothing in this Agreement shall require a party to maintain the confidentiality of information that, upon the advice of its counsel, such party believes it is required by law to disclose.
 4. **Return of Proprietary Information:** Upon written request from a Disclosing Party, a Receiving Party shall return to the Disclosing Party all of its Proprietary Information that is in tangible form and shall permanently and irretrievably erase all electronic embodiments of the Proprietary Information without keeping copies.
 5. **Remedies:** Proprietary Information is a unique and valuable asset of its Disclosing Party and that Disclosing Party will be irreparably damaged if the Receiving Party breaches this Agreement. If a Receiving Party discloses or threatens to disclose Proprietary Information to any third party or uses or threatens to use Proprietary Information in any manner not permitted in this Agreement, in addition to any other remedy to which the Disclosing Party may be entitled, the Disclosing Party shall be entitled to an injunction restraining the Receiving Party from breaching or further

breaching this Agreement.

6. **Term:** Each party's obligation to maintain the confidentiality of the other's Proprietary Information and contacts disclosed pursuant to this Agreement shall survive the termination of their business discussion or dealings for a period of three (3) years.

7. **Governing Law and Jurisdiction:** This Agreement shall be governed and constructed in accordance with the laws of the Province of British Columbia, without reference to any conflict-of-laws principles of British Columbia or any other jurisdiction.

8. **Miscellaneous:** This Agreement is the entire agreement between the parties hereto relating to the subject matter hereof and shall be modified only by a writing signed by the parties hereto. This Agreement may not be assigned without the prior, written consent of the other party. If any provision of this Agreement shall be held to be unenforceable, the remaining portions shall continue in force to the maximum extent possible. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

Executed as of the day and year first above written.

(FIRST PARTY)	(SECOND PARTY)
Date: _____	Date: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Tel: _____	Tel: _____
Address: _____	Address: _____