

Second Party Confidential
Non- Disclosure Agreement



Whereas, _____, (the "First Party"),

Address: _____

Phone: _____ has developed a novel idea best described as _____

_____, (the "Invention"); and

Whereas, Your Product StartUp (the "Second Party") is interested in examining the Invention and Proprietary Information related thereto (the "Proprietary Information -1-") so as to consider a business arrangement in connection therewith; and

Whereas the First Party considers the Proprietary Information to be highly confidential; and

Whereas the First Party is willing to allow the Second Party to examine the Proprietary Information pursuant to the conditions set forth herein;

Now therefore, in consideration of the First Party or their agent supplying the Second Party with the aforesaid Proprietary Information, the Second Party agrees that for a period of ____ years from the date hereof, such Proprietary Information shall be utilized only for the aforesaid purposes and no other use or disclosure or copying thereof will be made without explicit prior written authorization from the First Party. The Second Party agrees not to make use, for its own benefit or otherwise, any portion or all of the Proprietary Information without the prior consent of the First Party. Notwithstanding the foregoing, the confidentiality obligations of Second Party with respect to trade secret information or data shall continue to apply after the expiration of the term described above for so long as such information or data remains a legally protectable trade secret.

Furthermore, at any time, upon the First Party's request, the Second Party will promptly return to the First Party all copies of all elements of the Proprietary Information in its possession, in whatever form or media.

Furthermore, no right or license or transfer of technology, expressed or implied, is granted to the Second Party in connection with the Invention, or with any Proprietary Information disclosed pursuant to this agreement.

Furthermore, the Second Party agrees to institute and maintain appropriate security measures in order to carry out the intent and purpose of this agreement, and shall exercise at least the same degree of care in protecting the Proprietary Information as it would use in protecting its own valuable proprietary information.

-1- Proprietary Information shall include, without limitation, all information particularly relating to the formulas, programs, data, improvements, discoveries, developments, designs, prototypes, inventions, techniques, marketing plans, strategies, forecast, new products, financial statement, budgets, projections, licenses, prices, costs, customer

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and supplier list, and all technical and scientific information or know-how relating to the Invention which is specifically disclosed by the First Party in oral, written, pictorial, diagrammatic or other recorded form.

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Notwithstanding the above, the obligations of the Second Party hereunder will be limited in regard to any specific portions of the Proprietary Information which the Second Party can prove, by competent contemporaneous written records:

(a) was in the public domain prior to the date of this agreement, or subsequently comes into the public domain other than as a result of actions or omissions of the Second Party, or

(b) is subsequently received by the Second Party from a third party who did not acquire it directly or indirectly from the First Party and did not have an obligation of confidentiality with respect to the Proprietary Information, or

(c) was rightfully in the Second Party's possession prior to the receipt thereof hereunder.

This agreement shall be governed and construed in accordance with the laws of the province of Ontario, Canada.

Understood and agreed to by:

_____ Date _____
Authorized Representative of the Second Party

_____ Title: _____
Name (Print)

Understood and agreed to by:

_____ Date: _____
First Party or Authorized Agent of First Party

_____ Title: _____
Name (Print)