# NON-USE AND NON-DISCLOSURE AGREEMENT

	lon-Use and Non-Disclosure Agreement (the "Agreement") is entered into as of
BY AN	D 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.

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### 2. CONFIDENTIAL INFORMATION

(a)	is propriet considerati or on its be communica	fidential Information" roprietary to or main ideration, planned, or n its behalf, whether b munication (whether pient'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

Ich information may take, that her presently existing, under s disclosed by Disclosing Party directly, through any means of ection, 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

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	(i)	had already been
	(ii)	is now or subsequ Recipient;
	(iii)	had been rightfull from Disclosing P
	(iv)	was rightfully rec has the right to tr
	(v)	had been prior t without use of the
(d)	disclosure	oviousness of the C of the Confidenti in s. 2(c) of this Agr
(e)	The burde	n of proof of the cir
CONFI	DENTIALITY	OBLIGATIONS
(a)	Except as:	
	(i)	clearly and exclu
	(ii)	with Disclosing P
	with any nominee,	shall not, directly other person or e executor, trustee, a or in any other man
	(iii)	disclose any Con this Agreement;
	(iv)	reproduce any C
	(v)	use or implemen
(b)	Recipient	may disclose any of
	(i)	to the extent s such of Recipie need to know th
		1. Recipient Informati
		2. such pers non-use a

3.

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- 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

sure that the terms of this

isclosing Party for any breach

disclosure; or

nt of any judicial, legislative,

ee of care normally used to s than a best efforts degree of nformation and to prevent the er than the persons listed in s.

grees to retain all Confidential tial Information separate from

ntial Information on or to a to whom Recipient does not Agreement.

ntial information to Disclosing or disclosure. This Agreement siness activities or any nature, ecipient. Without a separate ient to Disclosing Party shall urpose without any obligation

sentatives shall not without

r indirectly, any customers or hose business is directly or ing access to the Confidential

cit, or entice any employee, s affiliates to terminate his or der to become an employee, other than Disclosing Party or

ip with its employees, clients,

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# 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

### 6. **RELATIONSHIP**

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

# 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

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

#### 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.

sclosing Party. Nothing in this icense 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

mployer-employee relationship

ngement with any third party.

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

any copies of this information;

rks based on or derived from

troyed or returned, as the case

ceeding to disclose any part of rompt 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

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

# 9. NOTICES

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

TO DISCLOS

- (b) In case of personal s delivery of such notic
- (c) In case of service by business days follow
- (d) For convenience an However, such corre the other Party or os
- (e) The Parties may fro described in this Agr

#### 10. **REPRESENTATIONS**

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

# 11. TERM AND TERMINATION

- (a) This Agreement will
  - (i) the day when
  - (ii) the day when
  - (iii) the day when
  - (iv) one year after

(b) The obligations of expiration or termin Disclosing Party cea Information becomes d shall execute and deliver such that Disclosing Party may deem this Agreement and to evidence, nt.

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

		_

shall be deemed to be the date of ive Party.

demand shall be deemed to be 3

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

nother address from the address is Section.

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

filling the Permitted Purpose;

ill the Permitted Purpose;

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

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

### 12. REMEDIES

- 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

### 13. NO WAIVER

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

#### 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

# 15. ASSIGNABILITY

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

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

eason 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,

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 nent as a result of any default of

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

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 prmation.

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

ns under this Agreement to any

nder this Agreement to any third

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(c) This Agreement wil administrators, succe

#### 16. ENTIRE AGREEMENT

- (a) This Agreement cons prior agreements, arr respect to the subjec
- (b) It shall not be modif this Agreement.
- (c) This Agreement shall unless such other do

#### 17. GOVERNING LAW

This Agreement shall be gov which Disclosing Party ordina

#### 18. DISPUTE RESOLUTION AND J

- (a) The Parties agree t Agreement, each of t amicable negotiation and documents to fa
- (b) The Parties further a efficiently and cost e
- (c) If any issues or prob normal course of di resolution process:
  - (i) A Party sh Party with issue or pr the proble section of
  - (ii) Within 7 d email or le
  - (iii) Within 7 d and Recipi or problem
  - (iv) If the Part available u
- (d) The Parties submit Disclosing Party ord Disclosing Party ord

the respective heirs, executors, Party and Recipient.

s, and revokes and supersedes all written, between the Parties with

rties and specifically referring to

may conflict with this Agreement,

s of Canada and the Province in

their responsibilities under this disputes arising between them by of all relevant facts, information

e resolution procedures herein as

nt have not been resolved in the carry out the following dispute

email or a letter sent to the other e Notice"), which will set out the ecommendations for resolution of r issue to be resolved under this

rty shall make a written reply by e "Dispute Response").

epresentatives of Disclosing Party t to resolve the outstanding issue

ay take any action or proceeding arty ordinarily resides.

ourts of the Province in which ocated in the Province in which e any suit, action or proceeding

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		arising out of or in con Agreement.	ject-matter, or performance of this
	(e)	Nothing in this section pr	nterim relief at any time.
19.	INTERPRETATION		
	In this	Agreement, unless there is	nconsistent therewith:
	(a)	words in the singular num	pe construed to include the plural;
	(b)	words in the plural includ	rued to include the singular;
	(c)	words importing the use requires, and the rest terminological changes h	e the context or party referred to so f the necessary grammatical and
	(d)	the headings of this Agre	ot be used for its interpretation; and
	(e)	time is of the essence in t	
20.	COUNTERPARTS		
	(a)	This Agreement may be the same agreement.	, together, shall constitute one and
	(b)	This Agreement shall not 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)

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