



Confidentiality Agreement & Non-Circumvention Agreement

Recipient ("Recipient") Party Information

Name: _____

Address: _____

Company: _____

City: _____

Phone: _____

Province/State: _____

Email: _____

Postal/Zip: _____

Recipient's Broker/Licensee: _____

Brokerage: _____

The Recipient hereby acknowledges that it has requested information from _____ (the "Discloser") in connection with the information release with regard to the business:

The Businesses represented by Discloser " _____ " (the "Company").

It is understood and agreed to that Discloser or the Company may disclose confidential information which may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as and may include: Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The Recipient acknowledges and agrees that the Discloser is and shall remain the **exclusive owner** of the Confidential Information and all right, title, and interest thereto, including, without limitation, all patent, copyright, trade secret, trademark, and other intellectual property rights. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

3. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "Affiliates") having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law. Furthermore, the Recipient agrees not to: Copy, reproduce, compare, disassemble, decompile, **manufacture or reverse engineer** any such Confidential Information.

4. This Agreement imposes no obligation upon the Recipient with respect to any Confidential Information:

- that was in the Recipient's possession before receipt from the Discloser;
- is or becomes a matter of public knowledge through no fault of the Recipient;
- is rightfully received by the Recipient from a third party not owing to a duty of confidentiality to the Discloser;
- is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or
- is independently derived by the Recipient.

4. Immediately upon a written request by the Discloser at any time, the Recipient will **return or destroy** all Confidential Information and all documents or media containing any such Confidential Information, and any and all copies, extracts or summaries thereof. The return or destruction of such documents shall in no event relieve the Recipient of any obligation of confidentiality contained herein

5. Recipient agrees that there will be no attempt to deal directly with, their employees, suppliers or customers except through Discloser.

6. Recipient agrees not to circumvent or attempt to circumvent Discloser, nor alter the initial Codes.

7. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

8. The parties acknowledge and agree that this Agreement and the terms herein shall be binding and effective as the date set forth below. Notwithstanding the termination of any negotiations or this Agreement, the Recipient's obligations under this Agreement (including all Clauses on Confidentiality, Use, and Non-Circumvention) shall **survive indefinitely**.

9. The Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach will result in substantial and irreparable harm to the Discloser.



Therefore, the Discloser shall be entitled to appropriate equitable relief, including, without limitation, injunctive relief and specific performance, in addition to all other remedies it might have at law.

The plaintiff agrees that any litigation arising from this Agreement shall be governed by the laws the Country of and State or Province of the defendant shall be utilized in any litigation, and all litigation shall be commenced only in Provincial or Federal Courts located in the Country, Province or County and State of the defendant. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement. Signature pages may be detached from separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmissions shall be effective as delivery of a manually executed counterpart thereof.

WHEREFORE, the Recipient and Discloser acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth therein.

Agreed to on this ____ day of _____, _____,

RECIPIENT:

DISCLOSER:

By: _____
(Signature)

By: _____,
(Signature)

Title: _____
(Print Name)

RECIPIENT'S BROKER:

By: _____
(Signature)

Title: _____
(Print Name)