

NON DISCLOSURE AND CONFIDENTIALITY PROMISE AND UNDERTAKING

TO: CORPORATION

WHEREAS:

- A. CORPORATION is engaged in the business of _____
(the "Confidential Information")
- B. CORPORATION is the sole owner of the Confidential Information;
- C. The undersigned (hereinafter called the "Recipient") will be entering into discussions with CORPORATION regarding _____.

NOW THEREFORE in consideration of CORPORATION providing access to the Recipient to its Confidential Information, the Recipient hereby promises, agrees and undertakes as follows:

1. In this Undertaking, including the premises hereto, unless there is something in the subject matter or context inconsistent therewith:

- (a) "Affiliate", whether of the Recipient or CORPORATION, shall mean any corporation, firm, association or other business owned or controlled beneficially or directly or indirectly by the Recipient or CORPORATION respectively, its principal officers, directors, supervisory employees or members of their families. Ownership or control of 50% or more of such business by any one of such persons shall constitute beneficial ownership or control;
- (b) "Undertaking" means this Promise and Undertaking;
- (c) "Confidential Information" shall mean:
 - (i) the Intellectual Property; and
 - (ii) that information disclosed to or obtained by the Recipient which relates to CORPORATION's or its Affiliates' past, present or future research, development, production or business activities in connection with the Confidential Information, including matters of a business nature and of a technical nature, such as, but not limited to, "know how", trade secrets, programs and procedures, customer lists and contacts, processes, machines, apparatus, devices, inventions (whether patentable or not), computer software and hardware, discoveries, ideas, suggestions, improvements, other projects including any general discussions regarding any particular designs or developments with respect to business plans, policies, systems, marketing strategies and methods and any other private or confidential matters or trade secrets of CORPORATION or its Affiliates, all of which foregoing information is not known by third parties.

It shall also mean all items prepared for or submitted to the Recipient in connection with the aforementioned discussions and negotiations, including drafts, samples and associated materials; and