

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**DEVELOPER**  
(the "Developer")

- and -

**CORPORATION**  
a corporation incorporated under the laws of the Province of \_\_\_\_\_ (the  
"Corporation")

**WHEREAS:**

- A. Developer has developed a software program known as " \_\_\_\_\_ " (the "Program") which is proprietary to the Developer;
- B. Developer wishes to provide the Program to the Corporation to allow the Corporation to evaluate the Program, and the Corporation has agreed to evaluate the Program for purposes of publication, marketing, and distribution of the Program by the Corporation on such terms and conditions and for such consideration as the parties may hereafter agree to.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that the parties agree as follows:

1. "Confidential Information" means:
  - (a) the Program and any part thereof;
  - (b) any verbal, written or electronic information, or information in any other form regarding the Program, that the Developer provides to the Corporation;
  - (c) any verbal, written or electronic information, or information in any other form that the Corporation receives from the Developer and that is designated proprietary or confidential by the Developer.

However, the Confidential Information shall be deemed not to include any information that:

- (a) is already known to the Corporation;
- (b) is or becomes part of the public domain through no wrongful act of the Corporation;
- (c) is rightfully received from a third party without restriction as to confidentiality or nondisclosure and without breach of this agreement;
- (d) has been previously and independently developed by the Corporation without breach of this agreement;
- (e) is furnished to a third party by Developer without similar restriction on the third party's rights; or
- (f) is approved for release by written authorization of Developer.

**THIS IS A 2-PAGE FORM.**