

## RECIPROCAL NON-DISCLOSURE AGREEMENT

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

**BETWEEN:**

**PARTY1**  
("Party1")

- and -

**PARTY2**  
("Party2")

**WHEREAS:**

(set out the relationship between the parties)

- #. For the purpose of furthering the relationship between the parties, the parties hereto desire to set forth the terms and conditions upon which they are prepared to allow each other access to certain proprietary or confidential information.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

- 1.(a) For the purposes of this Agreement, the "Confidential Information" shall mean all oral, written, magnetic, digital, electronic or other machine readable information and data, and any accompanying support materials or documentation, disclosed directly or indirectly by one party to the other or to any corporation, firm, person or other entity associated with either of them relating to, without limitation, any discussions or negotiations between the parties concerning the evaluation of the potential business relationship between the parties.
- (b) The Confidential information is the property of the party disclosing the same to the other party and the ownership of, and all right, title and interest therein, shall at all times remain exclusively vested in the originating party.
2. Each of the parties undertakes to the other:
  - (a) that unless it has received the prior written consent of the other party, it shall hold all of the Confidential Information received by it in strictest confidence and, without limiting the generality of the foregoing, shall not disclose the Confidential Information or any portion thereof to any third party (other than its advisors as set out in paragraph (c) hereof) nor use any such Confidential Information for any purpose other than as stated in Paragraph 1;
  - (b) to use its best efforts to maintain the secrecy of all Confidential Information received by it and to prevent inadvertent disclosure of the Confidential Information to any third party by any of its employees, directors, officers or agents or any other person having access to the Confidential Information through it; and
  - (c) that any of the Confidential Information received by it shall only be disclosed to those of its employees and advisors who need to know such Confidential Information for the purpose set out in Paragraph 1 hereof, and warrants that such employees and advisors are obligated to and shall maintain such Confidential Information in strictest confidence.

**THIS IS A 3-PAGE FORM.**