

MUTUAL NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS NONDISCLOSURE & CONFIDENTIALITY AGREEMENT (Agreement) is entered into this ____ day of _____ 2007, by and between _____ ("") and _____ ("") who is contemplating a strategic relationship with _____.

_____ and _____ desire to engage in discussions that may involve the exchange of certain confidential and proprietary information in furtherance of _____'s business.

For the purposes of this Agreement, Confidential Information means any and all information, materials, devices, models, reports, drawings, plans, ideas, know-how, patent or trade mark applications, and other documents, whether oral, written or electronic, relating to the disclosing party's business, products, services, techniques, systems, processes, strategies, inventions, discoveries, ideas, concepts or trades secrets, that is identified to, or should be reasonably known by, the receiving party to be secret, confidential or proprietary.

In consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Each party shall hold and maintain Confidential Information received from the other party in strictest confidence and in trust for the sole and exclusive benefit of the disclosing party.
2. Without the written consent of the disclosing party, the receiving party shall not use any of the Confidential Information for purposes other than for evaluating a potential commercial relationship with the disclosing party, and shall not otherwise use for its own benefit, publish or otherwise disclose, directly or indirectly, to any individual, sole proprietorship, joint venture, partnership, corporation, association, trust, estate, or any other entity, or permit the use by such entities for their benefit or to the detriment of the disclosing party, any of the Confidential Information without the express written authorization of the disclosing party. In addition, the receiving party shall take all steps reasonably necessary to protect the Confidential Information from being disclosed to or obtained by any other person or entity, except as authorized in writing by the disclosing party.
3. The parties acknowledge that it may be necessary for the receiving party to disclose some or all of the Confidential Information to its employees, agents and contractors to carry out the purposes for which the confidential information was disclosed to the receiving party, and that such disclosure shall be deemed not to be a breach of this Agreement, provided that the receiving party procures from any such third party a written agreement to abide by the terms of this Agreement, prior to disclosing the Confidential Information to such third party.
4. Each party's obligations under this Agreement shall not extend to any Confidential Information that is:
 - a. information generally available to the public, but only after and to the extent that such information becomes generally available to the public by means other than by a violation of this Agreement;
 - b. information which is disclosed to the receiving party by a third party having no obligation of secrecy with respect to such information, but only after and to the extent of such disclosure by such third party;
 - c. information previously known to the receiving party by means other than by a violation of this Agreement; or
 - d. information required to be disclosed by court order, law or regulation, provided that the undersigned shall promptly notify the disclosing party of such disclosure and use

commercially reasonable efforts to obtain confidential treatment of such information by the relevant governmental agency or court.

5. Each party acknowledges that unauthorized disclosure of any Confidential Information by it may give rise to irreparable injury to the disclosing party, inadequately compensable in damages. Therefore, each party acknowledges and agrees that disclosing party shall be entitled to an injunction or any appropriate decree for specific performance or other equitable relief for any actual, threatened, deliberate, negligent and/or inadvertent breach of the obligations set forth in this agreement by receiving party and/or receiving party's employees, advisors or agents, without the necessity of disclosing party demonstrating actual damages or that monetary damages would not afford an adequate remedy. Such injunction or decree is in addition to and without prejudice to the exercise of any other rights that disclosing party may have under this Agreement or in law or equity. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

6. Neither party makes any warranties regarding the accuracy of the Confidential Information. Each party agrees that the other party shall have no responsibility for any expenses, losses, or action incurred or undertaken by the receiving party as a result of the receipt and use of the Confidential Information by the receiving party.

7. The disclosure of Confidential Information under this Agreement will not be construed as the granting of any rights or license for any purpose other than that provided hereunder, nor shall there be implied or construed any obligation in the future to grant such rights or license.

8. Each party, if requested by the disclosing party, shall return to the disclosing party or destroy any and all records, notes, and other written, printed, or tangible materials pertaining to Confidential Information in respect of the disclosing party.

9. This Agreement shall be binding on the successors and assigns of each party and shall enure to the benefit of the successors and assigns of each party.

10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

11. The provisions of this Agreement shall be considered as divisible and severable in the event that any provision is held invalid or unenforceable.

13. This agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the protection, use and disclosure of Confidential Information. This Agreement may not be amended, modified, or rescinded except in writing signed by each of the parties to the agreement.

14. The signatories hereto warrant and represent that they are duly authorized to bind _____ and _____ respectively, and to execute this Agreement. (Only use 14 when party is signing on behalf of a corporation)

Name: _____

Name: _____

By: _____

By: _____

Date: _____

Date: _____