

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, dated _____ the _____, 20____, governs the disclosure of information between **Uniserve Communications Corporation.**, a British Columbia corporation with principal offices at 200 - 610 6th St, New Westminster BC, V3L3C2 and

_____ of _____.
(Business Name) (Business Address)

1. “Confidential Information.” As used herein, “Confidential Information” shall mean any and all technical and non-technical information provided by the either party to the other, including but not limited to (a) trade secret and (b) proprietary information, including, without limitation, ideas, techniques, know-how, processes, apparatuses, equipment, software programs, and software source documents, related to the current, future, and proposed products and services of the party disclosing the information (the “Disclosor”), and including without limitation, information concerning research, development, design details and specifications, engineering, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising marketing plans and information the Disclosor provides regarding third parties.

a. “Confidential Information” will also include any other information disclosed to party receiving the information (the “Disclosee”) by the Disclosor from time to time, which information is specifically designated in writing by the Disclosor as being Confidential Information.

b. The foregoing notwithstanding, information will not be considered “Confidential Information”

- (i) if it was already in the public domain at the time it was communicated to the Disclosee by the Disclosor;
- (ii) from and after the time it is disclosed, it enters the public domain, through no fault of the Disclosee;
- (iii) if it was in the Disclosee’s possession free of any obligation of confidence at the time it was communicated to the Disclosee by the Disclosor; or
- (iv) it was rightfully communicated to the Disclosee free of any obligation of confidence after its disclosure to the Disclosee by the Disclosor.

2. Obligations re Use and Disclosure of Confidential Information.

a. During and after the term of this Agreement, the Disclosee:

- (i) will hold in strict confidence and not disclose to any third party Confidential Information of the Disclosor, except as approved in writing by the Disclosor;
- (ii) will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the Disclosor.
- (iii) will only permit access to the Disclosor’s Confidential Information to those of its employees or agents having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein or who are otherwise informed of their confidentiality obligations under this Agreement.

b. The Disclosee may disclose Confidential Information to the extent required by law or court order to be disclosed, provided that the Disclosee provides the Disclosor with prior written notice of such disclosure in order to permit the Disclosor to seek confidential treatment of such information.

c. Upon termination or expiration of this Agreement, or upon written request of the Disclosor, the Disclosee shall promptly return (or destroy and certify in writing the destruction of) to the Disclosor all documents and other materials representing the Confidential Information and all copies thereof.

d. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Disclosor and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in the Disclosor.

e. The Disclosee shall immediately notify the Disclosor upon discovery of any loss or unauthorized disclosure of the Confidential Information.

f. The Disclosee's obligations hereunder shall continue in full force and effect with respect to Confidential Information for two years from the date of disclosure of such Confidential Information.

g. The Disclosee agrees to defend, indemnify, and hold harmless the Discloser from any and all liability arising from Disclosee's receipt and review of the Confidential Information including, but not limited to, liability arising from disclosure of Confidential Information to a third party.

h. If any action is brought by the Discloser against the Disclosee with respect to this Agreement, the party in whose favour final judgment is rendered shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, relating to such action.

3. Term of Agreement

This Agreement and the Disclosee's duty to hold the Discloser's Confidential Information in confidence shall remain in effect for a two year period from the date signed.

4. General

a. Nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Discloser. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to conflict of laws principles and the parties hereby irrevocably attorn to the jurisdiction of the courts of British Columbia.

b. This Agreement may not be amended except by a writing signed by the party against whom such amendment is asserted.

c. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted.

d. If any provision of this Agreement is found to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

e. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, and this Agreement shall be binding on affiliates, subsidiaries, representatives, agents, successors, and assigns of the parties.

f. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses provided in this Agreement or such other address as either party may specify in writing.

g. Nothing in this Agreement shall impose any obligation upon either party to enter into a transaction with the other party, or impose upon either party any obligation to continue any discussions or negotiations with respect thereto. Each party acknowledges that no agreement relating to a transaction shall be deemed to exist between the parties hereto unless and until a definitive agreement relating to such transaction has been duly executed and delivered by each party.

h. Neither the Discloser nor any of its directors, officers, employees or agents (i) makes any representation or warranty as to the accuracy or completeness of any materials and information delivered to the Disclosee hereunder, or with respect to the infringement of trademarks, patents, copyright, any right of privacy, or any rights of third persons; or (ii) shall have any liability to the Disclosee resulting from the use of such materials and information.

i. This Agreement states the entire agreement between the parties relating to the subject matter of this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. This agreement may be executed in counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement, intending to be bound thereby.

_____	Uniserve Communications Corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____