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Attention: Legal Counsel

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is made by and between Acclivities Technology Inc., a Canadian Corporation, located at 28 Village Centre Place, Suite 100, Mississauga, ON L4Z 1V9 and

_____ (the "Company"),
located at

_____;
collectively known as the Parties.

In connection with discussions between Inc. and the Company, the Parties may find it beneficial to disclose to one another certain information that the Party disclosing such information (the "Disclosing Party") considers to be proprietary and/or confidential. Such information may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, reports, studies and other technical and business information (hereinafter referred to as "Confidential Information").

1. **Protection of Confidential Information.** The Parties acknowledge that the Disclosing Party claims its Confidential Information as a special, valuable and unique asset. Accordingly, the Party receiving such Confidential Information, together with its officers, directors, agents, employees, and affiliates (the "Receiving Party"), agrees that it shall:
 - a. keep in confidence all Confidential Information it receives, and that it will not directly or indirectly disclose to any third party or use for its own benefit, or use for any purpose other than the evaluation of the Confidential Information it receives as part of this Agreement;
 - b. restrict disclosure of the Confidential Information to the minimum number of employees, directors, officers, advisors (both lawyers and accountants) or their representatives, and management consultants (who are personally committed to maintain the Information in confidence and understand the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially);

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- c. advise employees, et. al., who receive the Confidential Information under paragraph 1(b) above of their binding obligations with respect to such Confidential Information and take all reasonable measures to protect the confidentiality of such Confidential Information;
 - d. use the Confidential Information only as needed to complete an evaluation of the Confidential Information, and in particular, not reverse engineer the Confidential Information for any purpose whatsoever at any time; and
 - e. use reasonable care to protect the Confidential Information, and in no event use less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated.
2. **Identification of Confidential Information.** Information disclosed by the Parties and entitled to protection under this Agreement shall be identified as such by appropriate markings on any documents exchanged, or, if the disclosure has been made orally, then the Disclosing Party will identify the information as "confidential" at the time the disclosure is made and, within two (2) weeks of disclosure, shall confirm in writing the confidential nature of the oral communication.
3. **Limitations on Confidential Information.** Confidential Information shall not include information:
- a. which the Receiving Party knows at the time of disclosure, is free of any obligation to keep it confidential, as evidenced by written records;
 - b. is or becomes publicly available through authorized disclosure;
 - c. which the Receiving Party independently develops without the use of any Confidential Information; or
 - d. which the Receiving Party rightfully obtains from a third party whom has the right to transfer or disclose it.

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The above limitation shall apply only to the portion of Confidential Information that falls within one or more of the above exceptions. The remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.

4. **Compelled Disclosure.** If the Receiving Party faces legal action to disclose Confidential Information received under this Agreement, then the Receiving Party shall promptly notify the Disclosing Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the Disclosing Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
5. **Return of Confidential Information.** All information furnished under this Agreement shall remain the property of the Disclosing Party and shall be returned to it or destroyed promptly at its request together with all copies, extracts, plans, schematics or other reproductions in whole or in part made of such information by the Receiving Party. All documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party based on Confidential Information shall be destroyed upon the Disclosing Party's request and such destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party.
6. **No License.** No license under any patents, copyrights, or mask rights is granted or conveyed by the transmittal of Confidential Information or other information to the Receiving Party, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the Disclosing Party with respect to infringement of patent or other rights of others.
7. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
8. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by Disclosing Party to

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- enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
9. **Equitable Relief.** The Receiving Party acknowledges that its breach of this Agreement will result in immediate and irreparable harm to the Disclosing Party, for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to an immediate injunction and equitable relief to compel the Receiving Party to cease and desist all unauthorized use and disclosure of the Confidential Information.
 10. **Notices.** All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.
 11. **Export Regulations.** Notwithstanding any other provision of this Agreement, the Company shall not export any technical Confidential Information acquired under this Agreement or any commodities using such Confidential Information to any country to which the Canadian government forbids export or, at the time of export, requires an export license or approval, without first obtaining such license or approval.
 12. **Effective Date and Termination.** This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall apply to discussions taking place during a period of one (1) year from the effective date, although Confidential Information disclosed during such discussions shall be protected from disclosure under the terms of this Agreement for a period of three (3) years from the date of disclosure.
 13. **Severability.** Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.
 14. **No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
 15. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties

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respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced.

16. **Assignment and Binding Effect.** The Company may not assign this Agreement without the prior written consent of Acclivities Technology Inc., and any assignment in violation of this Agreement shall be void. This Agreement shall benefit and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
17. **Construction of Agreement.** The Parties have negotiated this Agreement and the language of this Agreement shall not be construed for or against either Party.
18. **Jurisdiction and Venue.** The Mississauga District Courts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and the Parties hereby consent to the jurisdiction and venue of such courts.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada.
20. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Signed: _____ Signed: _____

Date: _____ Date: _____

Name: Aijaz Qureshi Name: _____

Company: Acclivities Technology Inc. Company: _____

Title: Director, IT Title: _____

Telephone: +1 905-275-5551 Telephone: _____

Fax: +1 905-270-6770 Fax: _____

Email: aijaz.qureshi@acclivities.com Email: _____