

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") between _____, ("Party 1"), and _____, ("Party 2").

WHEREAS, for the purpose(s) as stated in Section 2 below, Party 1 and Party 2, (collectively referred to as the "Parties" and individually referred to as a "Party") have determined to establish terms governing the use and protection of Confidential Information and Intellectual Property (as defined in Section 1 below) that one Party may disclose to the other Party.

NOW, THEREFORE, the Parties agree as follows:

1. "Confidential Information" means information that relates to the purpose(s) stated in Section 2 below or that, although not related to such purpose(s), is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by either Party, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the other Party, an Affiliate of the Party, or to a third party. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. The term "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.
2. The Parties may only use the Confidential Information they receive from each other for the purpose(s) of discussions about the proposed business relationship between the Parties, business opportunities considered by the Parties, and consultations and business support activities amongst the Parties, with personnel or authorized representatives of either Party and only during the period of time stated in the first sentence of Section 9.
3. The Party receiving Confidential Information shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Either Party may disclose Confidential Information received hereunder to (i) its Affiliates who agree, in advance, in writing, to be bound by this Agreement, and (ii) to its employees and independent contractors, and its Affiliates' employees and independent contractors, who have a demonstrable need to know, for the purpose of this Agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the distributing Party.
4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
 - a) was publicly known at the time of either Party's communication thereof to the receiving Party;
 - b) becomes publicly known through no fault of a Party subsequent to the time of either Party's communication thereof to the receiving Party;
 - c) was in the receiving Party's possession free of any obligation of confidence at the time of the distributing Party's communication thereof to the other Party;

- d) is developed by either Party independently of and without reference to any of the other Party's Confidential Information or other information that the Party disclosed in confidence to any third party;
- e) is rightfully obtained by either Party from third parties authorized to make such disclosure without restriction; or
- f) is identified by the distributing Party as no longer proprietary or confidential.

5. In the event either Party is required by law, regulation or court order to disclose any of the other Party's Confidential Information, the Party will promptly notify the other Party in writing prior to making any such disclosure in order to facilitate that Party seeking a protective order or other appropriate remedy from the proper authority. Each Party agrees to cooperate with the other Party in seeking such order or other remedy. Each Party further agrees that if a Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of the distributing Party. All such information in tangible form shall be either destroyed in a manner satisfactory to the distributing Party or returned to the Party promptly upon written request or the termination or expiration of this Agreement, whichever comes first, and shall not thereafter be retained in any form by the other Party, its Affiliates, or any employees or independent contractors of the Party or its Affiliates.

7. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from, or provide to the other Party any service or product.

8. Neither Party shall have any liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

9. This Agreement shall become effective as of the date first written above and shall automatically expire one (1) year thereafter, provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of each Party's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

10. Except upon mutual written agreement, or as may be required by law, neither Party shall in any way or in any form disclose the terms of this Agreement, the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.

11. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to the non-breaching Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the

necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. The prevailing Party in such action shall be entitled to reasonable attorney fees and other out-of-pocket costs at all levels of judicial and non-judicial proceedings.

12. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.

13. No failure or delay 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.

14. This Agreement:

- a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures concerning such subject matter;
- b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties; and
- c) shall be governed and construed in accordance with the laws of Alberta.

15. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative. Both Parties agree to the terms of this Agreement, as signified by the signatures below.

Party 1:

Per: _____

Name: _____

Title: _____

Date: _____

Party 2:

Per: _____

Name: _____

Title: _____

Date: _____