



MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (hereinafter called the "Agreement") is effective _____, 20____, between Logical Innovations Network (the "Company") and the entity _____ (the "Client") whose signature appears at the end of this Agreement. For the purpose of protecting Confidential Information of documents disclosed between both parties thus forth, the Company and the Client agrees to the following terms and conditions:

1. **Purpose.** The Company and the Client wish to explore a business opportunity under which each may disclose Confidential Information to the other in the following area(s):

Client Design Data Information
Company Documentation

2. **Definition.** "Confidential Information" may include, but is not limited to, information of the Disclosing Party relating to products, technology, marketing strategies, product development plans, forecasts, research and development programs, customer names and data, supplier information, computer programs, hardware configuration, technical drawings, inventions (whether patentable or not), design layout data, company procedural forms, quality assurance checklists, and other technical, business, & financial information, disclosed between parties which as Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include non-specific information, technical data or know-how which: (i) is in the possession of the Client party at the time of disclosure as shown by the Client party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Client party; or (iii) is approved for release by the disclosing party in writing.
3. **Confidential Information.** The Company and Client agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants, and agents who are required to have the information in order to carry out the discussions of the associated business. Each party shall limit internal dissemination of Confidential Information within its own organization to individuals whose duties justify the need to know such information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the proprietary and/or confidential status of such information and to restrict its use solely to the purpose specified herein. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees not to make any use of the Confidential Information except to fulfill the purpose set out above and not to copy or reverse engineer any of the Confidential Information. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.



-
4. **Mandatory Disclosure.** In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.
 5. **Return of Materials.** Any materials or documents of which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.
 6. **Ownership and License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.
 7. **Termination.** This Agreement shall begin on the date of the last party to sign the end of this Agreement. Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination of this Agreement, Company shall promptly return or destroy (to the extent approved by the disclosing party), all documents and tangible items in its possession that contain any part of the Confidential Information. The foregoing commitments of either party in this Agreement shall survive any termination of discussions between the parties, and all obligations of confidentiality and non-use shall survive and continue to bind both parties in accordance with their terms.
 8. **Mutual Association.** Each party agrees to operate in a cooperative relationship for all functions and task requirements. This will include but not limited to soliciting of employees, work or contract services as well as other business relationship to the detriment of one of the parties.
 9. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
 10. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Canada, and shall be binding upon the parties hereto in the United States and worldwide.
 11. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.



CLIENT

COMPANY - L.I.N.

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Company)

(Company)

(Date)

(Date)