**CONFIDENTIAL INFORMATION AGREEMENT**

This is a Confidential Information Agreement (the "Agreement") is made and effective the [DATE]

**BETWEEN:** [YOUR COMPANY NAME] (the "Developer"), a company organised and existing under the laws of the State/Province of [STATE/PROVINCE], with its head office located at: [YOUR COMPLETE ADDRESS]

**AND:** [CLIENT NAME] (the "Client"), an individual with his main address located at OR a company organised and existing under the laws of the State/Province of [STATE/PROVINCE], with its head office located at: [COMPLETE ADDRESS]

**RECITALS**

**WHEREAS,** this Agreement shall be effective as of the first date of disclosure of any introduced third parties or proprietary or confidential information or the last date signed whichever is earlier; and

**WHEREAS,** representatives of Developer and Client plan to participate in meetings and discussions concerning the possibility of Developer providing certain services to Client related to the development of a certain website and related services.

**WHEREAS,** the Parties wish to establish terms governing the use and protections of certain information that either party may disclose to the other in the course of discussions and negotiations; and

**WHEREAS,** the intent of the Parties hereto is to provide the highest care and protection of either Parties Confidential Information (defined below) not less than if such Confidential Information were their own.

**NOW, THEREFORE,** Developer and Client, in consideration of the premises, the terms and provisions of this Agreement, the mutual benefit to be gained by the performance hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

**1. DEFINITION**

For purposes of this Agreement, Confidential Information shall mean information, including a formula, pattern, compilation, programme, device, method, technique, or process, marketing and promotion, computer software and hardware systems, computer network and communications integration or design, and information technology businesses or enterprise related, but not limited to the virtual, automated or interactive multimedia and content development, e-commerce development and application, advertising and promotion and marketing, investor and operator development, financial or technical information, data and techniques, computer programmes or information in computer software or held in electronic storage medium, business contacts and resources, business plans, methods and strategies and other information that is proprietary and confidential to the disclosing party that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, disclosed by either party to the other in document or other tangible form, including but limited to graphic, photographic, recorded, diagramed, digital, electronic or any other form by one party to the other, as well as the content of this Agreement, and the content of any and all discussions between the parties, including any Confidential Information developed in the coarse of this Agreement, or which if initially disclosed orally or visually is identified as proprietary and, or confidential at the time of disclosure, or information provided under circumstances surrounding disclosure which ought to be treated as confidential, or which under accepted industry practises for that type of information is generally treated a confidential.

Confidential Information shall not include that information already available in public domains merely because any part of the Confidential Information is included in the general disclosures or because individual features or components are now publicly known. Each party's obligations with respect to the Confidential Information shall terminate when the party seeking to avoid its obligation can document that: (i) it was in the public domain at or subsequent to the time it was communicated to the receiving party by the disclosing party through no fault of the receiving party; (ii) it was rightfully *in re*ceiving party's possession free of any obligation of confidence; (iii) it was developed by employees or agents of the receiving party independently of and without reference to any information communicated to receiving party by disclosing party; or (iv) the communication was *in re*sponse to a valid order by a court or other governmental body, or was otherwise required by law.

**2. NONDISCLOSURE**

The Parties agree to keep confidential the Confidential Information disclosed by the other party, and shall not for any reason publish, disseminate, distribute, disclose, sell, assign or otherwise make use of any Confidential Information of the other party except in connection with and in consideration for the proposed business relationship.

Each party agrees that Confidential Information disclosed to it under this Agreement may be disclosed to employees and agents within their organisation who specifically have a *bona fide* need to know the Confidential Information with respect to the consideration of the proposed business relationship, and, or the consummation of a transaction between the Parties, and who have been provided a copy of this Agreement and have agreed to be bound by the terms hereof to the same extent as the Parties hereto.

Either party shall have the right to refuse to accept the disclosure of any Confidential Information, and neither party shall be obligated to disclose to the other party any particular Confidential Information. This clause of this Agreement does not include Third Parties.

**3. NO SOLICITATION**

The Parties agree that during the term of this Agreement, and for a period of [NUMBER] years following the term of this Agreement the parties will not, in any manner or at any time, solicit or encourage any person, firm, company or other business entity who are customers, clients, employees, independent contractors, partners, vendors, suppliers, distributors, salesmen, business associates or referral sources of the disclosing party, or who have any business or financial relationship with the disclosing party to cease doing business with, or to in any way change or devalue or malign their business relationship with the disclosing party, or to conduct or attempt to conduct business, directly or indirectly with the receiving party outside of the relationship with the disclosing party.

**4. LIABILITY**

The Parties hereto shall not have any liability or responsibility for errors or omissions in, or any business decisions made by either party *in re*liance upon proprietary or confidential information disclosed under this Agreement. Further, the Parties hereto assume all risk, known or unknown, incident to its use of disclosed Confidential Information; and each party shall have no liability to each other, or any third party or affiliate arising out of such use.

**5. RELATION WITH THIRD PARTIES**

Except as otherwise stated in this Agreement, neither party, nor their respective employees, officers, directors, managers, members, affiliates, agents, or associates will directly or indirectly make any contact with, deal with, or otherwise be involved with any third parties first introduced by either of them to the other without the prior knowledge, consent and written approval of the introducing party, which approval may be conditional, fractional or in its entirety.

**6. REMEDY**

Due to the nature of this Agreement, a violation therein of its terms by either party might cause irreparable harm to the other party leaving no adequate remedy at law, therefore in the case of a breach of this Agreement, the Parties consent in advance to entry of a preliminary injunction and entitled to specific performance and, or other equitable relief granted by a court of competent jurisdiction to the party claiming breach therein as a remedy for any such breach, and further waive any requirement for securing or posting of any bond in connection with any such remedy.

**7. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties and shall be binding, addendum and collateral, to any and all previous or successor agreements unless this Agreement is modified or cancelled by mutual consent. If any term of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of any other term herein.

**8. BINDING AGREEMENT**

This Agreement shall bind the undersigned parties hereto, their corporations, affiliates and trustees, and inure to the benefit of the undersigned parties hereto and their successors, assigns, affiliates, subsidiaries, trustees and parent companies.

**9. LITIGATION**

Any disputes, violations or breach, or threat of violation or breach of this Agreement shall be brought in the courts of the [State/Province] of [STATE/PROVINCE], without reference to its conflicts of laws principals.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**DEVELOPER CLIENT**

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