

NON DISCLOSURE AGREEMENT

WHEREAS Octopusapp Inc. d.b.a. Jobber and any related, associated or connected companies (collectively, “Jobber”) and **RECEIVING PARTY LEGAL NAME**, located at **ADDRESS**, and, where applicable, its subsidiaries, and any other related, associated or connected companies or persons (collectively the “Receiving Party”) are currently engaged in discussions regarding a possible business transaction and, if applicable, concluding and conducting such business transaction (the “Subject Matter”);

AND WHEREAS Jobber and Receiving Party expect that such discussions will involve the disclosure of confidential and proprietary information of Jobber.

NOW THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Receiving Party agrees as follows;

1. Confidential Information

“Confidential Information” means any information, technical data, or know-how concerning Jobber, including, but not limited to, that which relates to research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, and the existence of on-going discussions between the parties.

Confidential Information does not include that information defined as Confidential Information which Receiving Party can conclusively establish (i) prior to or after the time of disclosure became part of the public domain without the act or omission of Receiving Party; (ii) was disclosed to Receiving Party by a third party under no legal obligation to maintain the confidentiality of such information; or (iii) was independently developed by Receiving Party without use or reliance upon the Confidential Information.

2. Restrictions

(a) Receiving Party covenants that it will not at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information to any person or entity without the prior written approval of Jobber, or use any such Confidential Information for any purpose, other than for the specific purpose of the Subject Matter, unless specifically pre-approved in writing by Jobber. However, Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving Party has obtained a written opinion from its legal advisor in its capacity of advising Receiving Party in such matters that it is enforceable against the Receiving Party, and provided that Jobber received timely advance notice of any proceedings in which such order may be granted; Receiving Party uses all legitimate and legal means available to minimize the disclosure to third parties; the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of Receiving Party or other litigating parties; and Receiving Party gives Jobber reasonable notice (which shall be no less than ten (10) days notice) prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Receiving Party shall maintain the confidential nature of the Confidential Information in its possession by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure, which shall be no less than those efforts made by Receiving Party to protect its own confidential information. Receiving Party may disclose Confidential Information only to its employees and consultants who have a ‘need-to-know’ for the purposes of the Subject Matter. Receiving Party shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of this Agreement.

(c) Receiving Party shall not record, make notes of, copy or reproduce the Confidential Information by any means without the written permission of Jobber except as necessary to carry out the purpose of the Subject Matter. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of Jobber and shall be protected from unauthorized disclosure or access. Receiving Party agrees to segregate all Confidential Information of Jobber from the confidential materials of others in order to prevent commingling.

(d) Receiving Party shall not reverse engineer, decompile or disassemble any software which is Confidential Information or permit or encourage any third party to do so.

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3. Rights and Remedies

- (a) Receiving Party acknowledges and agrees that all Confidential Information and all worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable shall belong to and shall remain the sole and exclusive property of Jobber. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, including without limitation any trademark, patent, copyright or other intellectual or industrial property right or license.
- (b) Receiving Party agrees to return all originals, copies, reproductions and summaries of Confidential Information at Jobber's request, or, at Jobber's option, certify destruction of the same.
- (c) Receiving Party agrees to notify Jobber immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or breach of this Agreement.
- (d) Receiving Party acknowledges that any breach of the terms and conditions of this Agreement by it would result in significant damage to Jobber, not completely compensable monetarily, and agrees that Jobber shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement. Receiving Party shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

4. Miscellaneous

- (a) Receiving Party agrees that Confidential Information under this Agreement, is provided "as is" without warranty of any kind; may contain bugs, errors and other problems that could cause system failures; and that the use of such Confidential Information is entirely at Receiving Party's risk. Receiving Party acknowledges that neither Jobber nor its suppliers shall be liable for any damages whatsoever (including without limitation, direct, indirect, incidental, consequential, or punitive damages of any nature or kind including loss of profits, or losses of third parties of any nature or kind) relating to Receiving Party's use of or reliance upon the Confidential Information.
- (b) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.
- (c) This Agreement supercedes any and all prior arrangements, whether oral or written, express or implied, arising by statute, operation of law, usage of trade, course of dealing or otherwise with respect to the Confidential Information.
- (d) This Agreement is non-transferable and may not be assigned or transferred in whole or in part. This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective heirs, legal personal representatives, successors, and permitted assigns.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. Receiving Party hereby attorns to the jurisdiction of the courts of the Province of Alberta and agrees not to oppose any action brought in Alberta on the basis that the courts of Alberta are not an appropriate or convenient forum for same.

IN WITNESS WHEREOF Receiving Party by its authorized signing authority has executed this Agreement under seal as of the date written below.

RECEIVING PARTY LEGAL NAME (by and on behalf of the Receiving Party)

Name:

Signature: _____

Title:

Date: _____