



NON DISCLOSURE AGREEMENT

Memorandum of Agreement Made and Entered Into On The Date That Is Indicated Herein below

By and Between:

Hypertechnologie Ciara Inc., a body politic and corporate, duly incorporated according to law and having its major place of business at 9300 Trans-Canada Highway, Saint Laurent, Quebec, herein represented by its President Robert Ahdoot, duly authorized as he so declares, hereinafter referred to as "Ciara"

-and-

_____, a body politic and corporate, duly incorporated according to law and having its major place of business at _____, herein represented by _____, duly authorized as he so declares, hereinafter referred to as "Customer".

Preamble

Whereas one or both of the parties hereto have developed or come into possession of certain information that it considers proprietary and/or confidential, that it wishes to make available to the other party or to exchange with the other party for the purposes of developing and maintaining a business relationship between the parties; and

Whereas the parties hereto, by means of this agreement, desire to protect all such information from unauthorized disclosure or use;

Wherefore the parties hereby agree to be bound by the following terms and conditions:

1. That the Preamble shall form an integral part of the present Agreement.
2. That the present Agreement shall take effect immediately upon its execution by the parties hereto.
3. That the parties hereby acknowledge and confirm that as a result of their business relationship, either party or both may become privy to certain confidential information of which one of the parties is the exclusive proprietor, including but not restricted to the following: equipment, software, designs, methods, procedures, technology, processes, programs, inventions, applications, configurations, product or service specifications, costing, prices, price lists, third party contracts, marketing plans, profits, profit margins, financial information and other know-how which is identified as confidential information at the time of disclosure or that a reasonable person would consider, from the nature of the information and the circumstances of disclosure, to be confidential information. Such confidential information includes original information supplied by the discloser, as well as all copies and any reports, analyses, products and other materials derived from or containing such original information.
4. That the parties hereby undertake to employ the confidential information provided strictly for the purposes of their business relationship and not to divulge, either directly or indirectly, any of the confidential information referred to in paragraph 3 hereinabove to any individual within their respective organizations who is not deemed to be relevant or material to their relationship nor to any other individual or entity outside their respective organizations without exception or qualification.
5. That furthermore, neither party will make use, in any manner whatsoever, whether directly or indirectly, for its own gain or otherwise, of any of the confidential information referred to in paragraph 3 hereinabove.
6. That the parties hereby undertake to employ the same level of diligence in protecting the discloser's confidential information as they would employ in connection with their own respective confidential information, but in no event shall either party employ less than reasonable diligence in this regard.



7. Upon the request of the discloser or upon the termination of the business relationship between the parties, the recipient of confidential information shall promptly deliver to the discloser all documents and other materials in any form containing the confidential information, howsoever recorded, that are in the recipient's possession, or under its control, or shall immediately destroy all such documents and furnish the other discloser with written certification of their destruction.
8. That the parties hereby acknowledge and confirm that any breach of the terms and conditions of the present agreement will cause the parties serious harm and prejudice that cannot be fully compensated in damages and therefore, the remedy of injunction shall be available to the parties in the event of any actual or potential breach of any one of the provisions that are contained herein;
9. That the parties hereby agree that the terms and conditions contained herein will survive the termination of any business relationship existing between the parties and shall remain in effect for a period of 5 years following the date of said termination;
10. That the parties hereby agree and confirm that the foregoing clearly and fully represents their intentions and desires in connection with the subject matter described herein and any all and all amendments or modifications that may be agreed upon thereafter must be contained in a written instrument that is signed by each of the parties.
11. That the present Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec;
12. That no delay or omission by either party in exercising any right under this agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and shall not be construed as a bar or a waiver of the exercise of any right on any other occasion. Any waiver must be in writing.
13. That in the event any paragraph of the present Agreement, or any part thereof, shall be deemed to be inoperative for any reason whatsoever, the parties hereby agree that the remaining provisions shall remain in full force and effect without regard to the offending provision;
14. That the present Agreement has been drafted in English at the request of the parties. Que la présente convention a été rédigée en anglais à la demande des parties;

Whereof the parties hereto have executed the present agreement this XX day of XXXX 2003.

Hypertechnologie Ciara Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____