



MUTUAL NON DISCLOSURE AGREEMENT

THIS AGREEMENT entered into and effective as of this ____ day of _____, 2009 between:

Name: _____

Company: _____

Address: _____

City: _____ Prov/St: _____

Hereinafter referred to as “Client”

-and-

PROTEAN SOFTWARE INNOVATIONS INC.
Suite 101 – 939 Eglinton Ave. E.,
Toronto, ON M4G 4E8
CANADA

Hereinafter referred to as “PSI”

For the purposes of facilitating the business relationship (the “**Relationship**”) between PSI and the Client, and in particular, of promoting or evaluating products or services, or preparing or reviewing proposals for the supply of products or services, each party (each a “**Receiving Party**”) will gain access to proprietary and confidential information belonging to the other (each a “**Disclosing Party**”), which information may include, without limiting the generality of the definition of Confidential Information in section 1, below, business plans (including marketing plans), network specifications (including topology, routing and underlying technology), trade secrets, operational structures, financial data and intellectual property.

In consideration of the Relationship and of the mutual covenants hereinafter contained, the parties hereto agree as follows :

1. As used herein, “**Confidential Information**” means any business, marketing, technical, scientific or other information of the Disclosing Party which, at the time of disclosure, is designated as confidential (or is given a similar designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgement, to be confidential.
2. Throughout the term of this Agreement and for a period of three years after termination of this Agreement, the Receiving Party and its employees shall:
 - (a) hold all Confidential Information of the Disclosing Party in strict confidence and protect the Confidential Information with the same degree of care as that with which it protects its own confidential information, which in any event shall not be less than a reasonable degree of care;

Client Initials: _____



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- (b) restrict disclosure of the Confidential Information solely to those employees with a need to know the Confidential Information for the purpose of fulfilling obligations arising from this Agreement. For greater certainty, the Receiving Party may not disclose Confidential Information of the Disclosing Party to employees who do not have a need to know the Confidential Information or to any agents, Clients, representatives or advisors of the Receiving Party (collectively, “**Third Parties**”) unless the Disclosing Party has given written consent to the Receiving Party to disclose the Confidential Information to such Third Parties and the Disclosing Party and such Third Parties have entered into a written non-disclosure agreement in respect of the Confidential Information;
 - (c) advise its employees of their obligations with respect to the Confidential Information;
 - (d) use the Confidential Information only for the purpose of performing this Agreement, except as may otherwise be agreed upon in writing, and reproduce such Confidential Information only to the extent necessary for such purpose.
3. Notwithstanding the foregoing, the Receiving Party shall have no obligation with respect to any Confidential Information that:
- (a) is documented as already being in its possession without the burden of confidentiality;
 - (b) is or becomes publicly available or public knowledge through no fault of the Receiving Party;
 - (c) is disclosed pursuant to the lawful requirement of a court or government agency without condition of confidentiality, provided that the Receiving Party notifies the Disclosing Party in writing promptly after discovering the potential of the court or agency to order the disclosure of Confidential Information, so that the Disclosing Party has the opportunity to seek a protective order or other appropriate remedy;
 - (d) is documented as being independently developed by the Receiving Party without use of the Confidential Information;
 - (e) was disclosed without similar restrictions by the Disclosing Party to a third party;
 - (f) is received from a third party whose disclosure does not violate any confidentiality obligation.
4. Title to all Confidential Information shall be retained by the Disclosing Party and the Receiving Party shall, upon termination of the Agreement, either:
- (a) return all such Confidential Information and all copies or duplications thereof, in whatever media or form, to the Disclosing Party; or
 - (b) destroy all such Confidential Information and copies thereof if and only if the Disclosing Party requests that the Receiving Party do so neither party shall publicly disclose the fact that it has entered into this Agreement without prior written consent of the other. This Agreement shall apply to all Confidential Information of the Disclosing Party disclosed during the period this Agreement is effective, and any preliminary information supplied prior to that date. The obligations of confidentiality imposed hereunder shall survive the termination of this Agreement and continue for a period of three years from the date of termination of this Agreement.



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5. Termination of this Agreement shall occur on the earlier of 30 days after one party gives written notice of termination of the Agreement to the other or twenty-four months after the date of this Agreement.
6. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party to imitate and/or bring into practice on its own behalf any business or service based on the Confidential Information disclosed by the Disclosing Party. This provision shall survive the expiration or other termination of this Agreement.
7. The Receiving Party acknowledges that in the event it breaches this Agreement, damages may not be an adequate remedy and the Disclosing Party may seek and obtain injunctive relief.
8. The disclosure of Confidential Information pursuant to this Agreement in no way obligates either party in respect of any further or other relationship unless agreed to in writing by the duly authorized representatives of the parties.
9. This Agreement is binding upon and for the benefit of the parties, their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute waiver of any term thereof.
10. This Agreement shall be governed in all respects by the laws of the Province of Ontario, Canada.
11. This Agreement contains the entire understanding of the parties relating to the subject matter hereof.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first above written.

Client:

Print Name: _____

Protean Software Innovations Inc.

Signature: _____

Signature: _____

Title: _____ Chairman of the Board_____

Client Initials: _____