

Mutual Confidentiality and Nondisclosure Agreement

This agreement ("**Agreement**") establishes the terms and conditions governing the exchange of concepts, ideas, intellectual property, inventions, products, services, or information that would reasonably be covered under the terms of the Uniform Trade Secrets Act adopted by the Uniform Law Conference of Canada ("**Property**") between **Sales.org** ("**Party 1**") and _____. ("**Party 2**"). This **Property** is considered proprietary, as it relates to confidential concepts, ideas, intellectual property, inventions, products, services, or information, and is exchanged for the express purpose of facilitating business activities, including assessing or fulfilling an arrangement between **Party 1** and **Party 2** in developing, manufacturing, purchasing, selling, working together, and/or joint venturing other **Property**.

Party 1 Property provided under this **Agreement**, in part or in whole, is confidential and **Party 1** retains ownership with all rights reserved.

Party 2 Property provided under this **Agreement**, in part or in whole, is confidential and **Party 2** retains ownership with all rights reserved.

Party 2 agrees to review, examine, inspect, or obtain **Property** from **Party 1**, and to hold such **Property** confidential pursuant to the terms of this **Agreement**. **Party 1** agrees to review, examine, inspect, or obtain **Property** from **Party 2**, and to hold such **Property** confidential pursuant to the terms of this **Agreement**.

Party 1 will from time to time exchange, or has exchanged, **Property** with **Party 2**, which is considered confidential and may include, without limitation, client information, business plans, pricing of services, software in various stages of research and development, concepts, any source code or object code, software documentation, hardware components, prototypes, data, flow charts, graphics formats, designs, diagrams, specifications, models, techniques, research, processes, procedures, marketing and development plans, unpublished customer data, pricing data, business processes or financial data.

Party 1 and **Party 2** may review **Property** for the purposes described above, and may request authorization in writing to discuss or interview specific representatives of **Party 1** or **Party 2** on the following conditions:

1. **Party 1** and **Party 2** agree to hold all **Property** received in trust and confidence solely for the purposes defined above.
2. **Party 1** and **Party 2** agree to ensure all **Property** received is held secure from disclosure or discovery, either accidental or intentional, to any third party.
3. Without the express written consent of an authorized representative of **Party 1** or **Party 2**, neither party will make or retain copies of the **Property** received in any form whatsoever, including but not limited to photocopies; facsimiles; video; audio; digital images; film; foreign translation; electronic data, summary notes, or handwriting.
4. Upon termination of this **Agreement** for any reason, or if earlier requested by **Party 1** or **Party 2**, all **Property** governed by this **Agreement**, without exception, will be returned to its owner.
5. **Property** received under this **Agreement** is not to be disclosed to any employer, employee, **Party 1** or third party that is not bound by the terms of this **Agreement**.



6. **Party 2** will defend, indemnify and save harmless **Party 1**, its successors, assigns, licensees, employees, and affiliates, from and against any claims, obligation and expenses including reasonable legal fees and costs, litigation, arbitration, and judgments of any kind whatsoever arising from or related to any breach of this **Agreement** or negligence by **Party 2**, its successors, assigns, licensees, employees, and affiliates. **Party 1** will defend, indemnify and save harmless **Party 2**, its successors, assigns, licensees, employees, and affiliates, from and against any claims, obligation and expenses including reasonable legal fees and costs, litigation, arbitration, and judgments of any kind whatsoever arising from or related to any breach of this **Agreement** or negligence by **Party 1**, its successors, assigns, licensees, employees, and affiliates.
7. Neither this **Agreement** nor any duties or obligations under this **Agreement** may be modified, amended, or assigned without the prior written consent of both parties.
8. Any and all notices required or permitted to be given under this **Agreement** will be in writing and will be deemed to have been effected by personal delivery, by bonded commercial courier, electronically, or by mail, registered or certified, all shipping costs prepaid with return receipt requested. Notices delivered personally or electronically will be deemed communicated as of the date of actual receipt; notices sent by mail or courier will be deemed received as of three (3) days after the date of mailing. Any notice to be given hereunder to **Party 1** will be addressed to Geoff Davidson, Sales.org, 5217 42 Street, Olds, Alberta, Canada T4H 1A9, or emailed to geoff@geoffdavidson.com. Any notice to be given hereunder to **Party 2** will be addressed to _____, _____, _____ - _____, or emailed to _____@_____. Either party may change its notice address by giving the other party notice of such new address in accordance with the requirements of this paragraph.
9. If any provision in this **Agreement** is held to be illegal, invalid, or unenforceable, or is superseded by the terms and conditions of future contracts between **Party 1** and **Party 2**, such provision will be fully severable, and this **Agreement** will be construed and enforced as if such superseded, illegal, invalid, or unenforceable provision had never been a part of this **Agreement**. The remaining provisions of this **Agreement** will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this **Agreement**.

This **Agreement** will be interpreted in accordance with the laws applicable to agreements executed and wholly performed in the Province of Ontario, Canada ("**Jurisdiction**"). Any dispute or claim arising out of, or in relation to, the terms of this **Agreement**, in part or in whole, or any beach thereof, will be resolved by arbitration before a single arbitrator in accordance with the rules and procedures of the **Jurisdiction's** governing Commercial Arbitration Act. Such rules and procedures will be considered to constitute a part of this **Agreement** by reference.

Dated this 24 day of November, 2023.

Signed by:

GEOFF DAVIDSON
FOR: **Party 1**

FOR: **Party 2**

