

This Non-Disclosure Agreement (“**NDA**”) between MAGNET FORENSICS, INC. (“**Magnet Forensics**”), with headquarters at 156 Columbia Street West, Waterloo, Ontario, Canada and **XXXX** (“**Participant**”) with headquarters at **[address]** is intended to define each party’s obligations respecting the treatment of certain disclosed information and shall be effective as of **XXXX** (“**Effective Date**”).

1. DEFINITIONS.

- a. “**Confidential Information**” means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof that is disclosed (or to which the Recipient is otherwise provided access) by Discloser that is proprietary or confidential to Discloser or its affiliated companies or to their respective customers, suppliers or other business partners including, without limitation, information that specifies, concerns or is related to Discloser’s intellectual property, trade secrets, business operations, finances, customers, technical know-how, prototypes, designs, processes, products, services, or the development, testing or commercial exploitation of any of the foregoing that is either specifically identified as confidential prior to or at the time of its disclosure or that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential in nature because of legends or other markings on the information, the circumstances of disclosure or the nature of the information itself.
- b. “**Discloser**” means the party disclosing information.
- c. “**Recipient**” means the party receiving the disclosed Confidential Information.

2. TERM AND PROTECTION PERIODS. This NDA shall commence upon the Effective Date and shall continue for a period of one (1) year unless sooner terminated in writing by either party. This NDA will automatically renew for subsequent one (1) year periods on the anniversary of the Effective Date, unless otherwise terminated in writing by either party. All obligations contained herein shall continue to bind the parties, their successors and permitted assigns and representatives, until the latter of (a) expiry or termination of this NDA or (b) three years from disclosure to Recipient.

3. CONFIDENTIALITY OBLIGATIONS.

- a. Recipient shall hold Confidential Information in confidence and use, reproduce and disclose the Confidential Information only to the extent reasonably required to facilitate a business relationship between the parties (the “**Purpose**”).
- b. Recipient shall protect the Confidential Information using the same degree of care that Recipient uses to protect its own confidential information of a similar nature to prevent the unauthorized use, reproduction or disclosure of the Confidential Information. Such care shall not be less than a reasonable degree of care. Recipient shall not disclose the Confidential Information to any employees, contractors, or third parties except to those employees, contractors or third parties who have a need to know the Confidential Information to fulfill the Purpose, provided that: (i) Recipient shall be vicariously liable for any act or omission of such employees, contractors or third parties respecting the Confidential Information, (ii) such employee, contractor or third party has been advised of the confidentiality obligations contained in this NDA and has either agreed in writing to be bound by the obligations of this NDA, or has entered into a binding written obligation of confidentiality with the Recipient that affords substantially similar protection of the Confidential Information.
- c. Recipient agrees that it shall not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, convert into human readable form, or reverse engineer all, or any part, of any materials to which it is provided access by Discloser.
- d. Each party will promptly advise the other in writing of any misappropriation or misuse by any person of such Confidential Information of which it may become aware.

4. EXCLUSIONS. Information that Recipient can establish: (a) was lawfully in Recipient’s possession before receipt from Discloser without any confidentiality obligation attached thereto; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) was independently developed or discovered by Recipient without use of any Confidential Information obtained from Discloser, shall not be considered Confidential Information under this NDA. Additionally, it shall not be considered a breach of this NDA if Recipient discloses Confidential Information if and only to the extent: (i) it is required to do so by law provided that Recipient gives Discloser sufficient notice to enable it to seek an order limiting or precluding such disclosure; or (ii) Discloser gives its prior written authorization to do so which is signed by an officer of the Discloser, provided that Recipient complies with the disclosure parameters set forth in such authorization.

5. RETURN OF CONFIDENTIAL INFORMATION. At the Discloser’s request, the Recipient shall promptly return any or all Confidential Information received from the Discloser (including, without limitation, any summaries or copies or Confidential Information) or will certify through an officer of the Recipient that all Confidential Information received from the Discloser, and any summaries or copies thereof, have been destroyed. For greater certainty, failure of the Discloser to make such request of Recipient shall not entitle Recipient to make any further use of the Confidential Information or otherwise extend Recipient’s rights set forth herein after expiration or termination of this NDA and Recipient specifically agrees to cease any further use of Discloser’s Confidential Information in such event.

6. **NO RESTRICTIONS ON GENERAL KNOWLEDGE.** The Participant acknowledges that Magnet Forensics may develop information internally, or receive information from other parties, that is similar to their Confidential Information. Nothing in this NDA shall prohibit Magnet Forensics from developing products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Participant's Confidential Information provided that Magnet Forensics does not violate any of its obligations under this NDA. The parties agree that because of exposure to Participant's Confidential Information, employees of Magnet Forensics may gain or enhance their general knowledge, skills and experience (including ideas, concepts, know-how and techniques) related to Participant's business ("**General Knowledge**"). The subsequent use by these employees of such General Knowledge as retained in their unaided memories, without reference to Confidential Information in written, electronic or other fixed form, shall not constitute a breach of this NDA. Magnet Forensics shall have no obligation to limit or restrict the assignment of employees or to pay royalties for any work resulting from the use of such General Knowledge.
7. **RIGHTS.** All right, title and interest in and to the Confidential Information is and shall remain with the Discloser, and no rights to the Confidential Information are granted under this NDA other than the rights expressly granted in Section 3. Recipient shall not acquire any ownership right, interest or title in or to the Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights under this NDA.
8. **REMEDIES.** Recipient acknowledges that the Confidential Information has been developed at significant cost and has significant commercial value to Discloser, and Recipient agrees that disclosure or inappropriate use of the Confidential Information could cause Discloser irreparable harm. Recipient agrees therefore that Discloser will have the right to seek, in addition to any of its other rights and remedies under law and equity, injunctive relief for any violation of this NDA without posting bond or by posting bond at the lowest amount required by law.
9. **NO WARRANTY.** This NDA shall not obligate either party to disclose any Confidential Information to the other party or enter into any further agreement or business arrangement with the other party. ANY INFORMATION EXCHANGED UNDER THIS NDA IS PROVIDED "AS IS". Discloser makes no representation, warranty or guarantee whatsoever about the Confidential Information.
10. **GOVERNING LAW.** Without regard to conflict of law provisions, this NDA is governed by and will be construed in accordance with the laws of the Province of Ontario and the parties submit to the exclusive jurisdiction of the courts of the Province of Ontario in relation to all matters pertaining to or arising out of this NDA.
11. **ENTIRE AGREEMENT.** This NDA constitutes the entire agreement of the parties with respect to the subject matter of this NDA and cancels and supersedes any prior discussions, correspondence, understandings, agreements, or communications of any nature relating to the subject matter of this NDA.
12. **GENERAL PROVISIONS.**
  - a. All additions or modifications to this NDA must be made in writing and must be signed by an officer of both parties.
  - b. No waiver by either party of a breach or omission by the other party under this NDA shall be binding on the waiving party unless it is expressly made in writing and signed by an officer of the waiving party. Waiver by a party of an individual breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
  - c. If a court of competent jurisdiction declares any provision in this NDA invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the NDA which shall remain in full force.
  - d. Recipient may not export any Confidential Information unless Recipient complies with all applicable export laws.
  - e. This NDA does not create any agency or partnership relationship between the parties.
  - f. Participant may not assign this NDA without the express prior written authorization of Magnet Forensics. Subject to the foregoing, this NDA shall inure to the benefit of and be binding upon the parties, their successors and assigns.
  - g. This NDA may be signed in two or more counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this NDA and transmission by facsimile document transfer will be acceptable and binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this NDA.

<b>MAGNET FORENSICS, INC.</b>	<b>[Participant]</b>
Per:	Per:
Title:	Title:
Date:	Date: