This Non-Disclosure Agreement (“**NDA**”) between **Magnet Forensics** (defined below), for itself and on behalf of its affiliates, and the **Participant** (defined below), for itself and on behalf of its affiliates, is intended to define each party’s obligations respecting the treatment of certain disclosed information and shall be effective as of the date of the last signature below (“**Effective** **Date**”).

1. DEFINITIONS.
   1. “**Confidential** **Information**” means all information regardless of form or medium, whether tangible or intangible, including any copies made thereof, that is disclosed by Discloser, or to which the Recipient is otherwise provided access, that is proprietary or confidential to Discloser, its affiliated companies or to their respective customers, suppliers or other business partners, including, without limitation, information that specifies, concerns or is related to intellectual property, trade secrets, business operations, finances, pricing, customers, technical know-how, prototypes, designs, processes, products, services, software and hardware, 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 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. Confidential Information does not include information that Recipient can establish: (i) was known to Recipient prior to receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of Recipient; or (iii) was independently developed or discovered by Recipient without use of any Confidential Information.

Notwithstanding anything to the contrary above, the existence or subject matter of this NDA, including the fact that any investigations, discussions, or negotiations are taking place concerning a possible transaction or the status thereof, or that the Recipient has received Confidential Information from the Discloser shall be deemed to be Confidential Information.

* 1. “**Discloser**” means the party disclosing the Confidential Information.
  2. “**Recipient**” means the party receiving the Confidential Information.

1. SCOPE, TERM AND PROTECTION PERIODS. This NDA covers Confidential Information disclosed by the Discloser for the evaluation of a business relationship and on-going maintenance of a business relationship between the parties (the “**Purpose**”) on or after the Effective Date. This NDA will continue for a period of 1-year and will automatically renew for subsequent 1-year periods on the anniversary of the Effective Date. Either party may terminate this NDA at any time by providing the other party with 30 days’ written notice. Each party’s obligations with respect to the other party’s Confidential Information will survive for five (5) years following disclosure, provided, however, that nothing in this NDA permits the disclosure of any Confidential Information that constitutes a trade secret under applicable law.
2. CONFIDENTIALITY OBLIGATIONS.
   1. Recipient shall hold Confidential Information in confidence and only use, reproduce, and disclose the Confidential Information to fulfill the Purpose and only in accordance with the provisions of this NDA.
   2. Recipient shall protect the confidentiality of the Confidential Information using the same degree of care that Recipient uses to protect its own confidential information, but not less than a reasonable degree of care. Recipient may only disclose the Confidential Information to employees, contractors and representatives (including to those of its affiliates) who have a need to know the Confidential Information to fulfill the Purpose, provided that: (i) Recipient shall be vicariously liable for any breach of this NDA by such employees, contractors and representatives, (ii) such employee, contractor and representatives have 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 the same protection of the Confidential Information.
   3. Recipient shall promptly advise the Discloser in writing of any suspected breach, misappropriation, or misuse of the Confidential Information.
3. EXCLUSIONS. 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 and Recipient provides Discloser as much notice as possible to enable it to seek an order limiting or precluding such disclosure; or (ii) Discloser provides written authorization of the disclosure.
4. OBLIGATION UPON EXPIRY OR TERMINATION. Upon expiry or termination of this NDA, the Recipient shall promptly: (i) return all Confidential Information, including, without limitation, all summaries, copies and derivative materials of the Confidential Information); or ii) destroy or delete all Confidential Information, including, without limitation, all summaries, copies and derivative materials of the Confidential Information and, upon request, certify to such destruction and deletion. Recipient is permitted to retain Confidential Information kept in accordance with its internal computer backup policies, provided that the Recipient shall continue to protect the Confidential Information in accordance with this NDA.
5. RIGHTS. All rights, 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 under this NDA.
6. 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.
7. 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. Discloser makes no representation, warranty or guarantee whatsoever about the Confidential Information.
8. EXPORT LAW COMPLIANCE. Recipient may not export any Confidential Information unless Recipient complies with all applicable international trade laws. Both parties warrant that they are not now and have never been on any Restricted Party List or any sanctions list in the countries in which they conduct business. To the extent applicable, the Participant agrees to maintain a sanctions compliance policy and controls to ensure compliance with the applicable economic sanctions.
9. 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 State of Delaware, US and the parties submit to the exclusive jurisdiction of the courts of the State of Delaware, US in relation to all matters pertaining to or arising out of this NDA.
10. 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.
11. GENERAL PROVISIONS.
12. All additions or modifications to this NDA must be made in writing and must be signed by both parties.
13. No waiver by a 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. 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.
14. All Confidential Information of the Discloser is and shall remain the property of the Discloser. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of Discloser, or under any patent, copyright, trademark or trade secret of Discloser. Recipient shall not copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information it receives from the Discloser.
15. 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.
16. This NDA does not create any agency or partnership relationship between the parties.
17. Neither party may assign this NDA without the express prior written authorization of the other party and such consent shall not be unreasonably withheld, conditioned, or delay. Subject to the foregoing, this NDA shall inure to the benefit of and be binding upon the parties, their successors and assigns. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment.
18. 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. Electronic signing and transmission of this NDA shall be acceptable and binding upon the parties.

IN WITNESS WHEREOF, the undersigned have executed this NDA.

|  |  |  |  |
| --- | --- | --- | --- |
| MAGNET FORENSICS INC.(“Magnet Forensics”) | | PARTICIPANT'S FULL CORPORATE NAME  (“Participant”) | |
| Address: | 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8 | Address: |  |
| Per: |  | Per: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |