

NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into this _____ (Day) day of _____ (Month), 20____ (Year) by and between Boxpilot, Inc., 1555045 Ontario Inc., 1626778 Ontario Inc. and 1632456 Ontario Inc. (collectively the "**Discloser**") with their principal place of business at 400-600 Bay Street, Toronto, Ontario, Canada, M5G 1M6 and _____(RecipientFirstName) _____(RecipientLastName) and _____(RecipientCompanyName), with their principal place of business at _____(RecipientMailingAddress) (collectively the "**Recipient**"), under the following terms and conditions:

1. **Nature and Purpose.** The parties to this Agreement desire to engage in certain business arrangements and/or contractual relationships which may involve the disclosure of financial, proprietary, competitively sensitive, and/or market sensitive information and/or contain trade secrets. The purpose of this Agreement is to define their rights and obligations with respect to such information. This Agreement does not obligate either party to disclose any information to the other or to enter into any other agreement or arrangement, nor shall it be construed as granting any rights by license or otherwise in any trade secrets or other intellectual property rights of either party. As provided for herein, the parties' obligations under this Agreement shall survive the termination of their business arrangements and/or contractual relationships, regardless of the manner of such termination.

2. **Confidential Information.** Either party ("**Discloser**") may at its option make available to the other party ("**Recipient**") confidential information (including confidential information of affiliates and other third parties) related to source code, design documents, technology, product development plans, marketing plans and strategic alliances, cost or pricing data, the identities of customers and prospective customers or any other information that would be considered to be confidential information in the ordinary course of business by Discloser ("**Confidential Information**"). Confidential Information includes, without limitation, the existence of a business relationship between the Discloser and the Recipient, the purpose or intentions underlying the business relationship between the Discloser and the Recipient, the contents of any agreement between the Discloser and the Recipient, any work product produced by the Recipients at the request of the Discloser, any and all research, product plans, products, services, customer lists and customer information (including without limitation, information about the customers of the Discloser) markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods and systems, sales and profit figures, finances, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items and other business information disclosed to the Recipient by the Discloser or obtained by Recipient in their execution of their duties under the contract. As used in this Agreement, the Confidential Information shall include any information which Recipient may have access to or information furnished, disclosed, or transmitted to Recipient, whether disclosed orally, in writing or in other tangible form including, without limitation, information incorporated in computer software or held in electronic storage media. Confidential Information shall not include any information which (a) was rightfully in the possession of Recipient prior to disclosure by Discloser; (b) was or is independently developed by Recipient without use of the Confidential Information; (c) is now or hereafter becomes available to the public other than as a result of disclosure by Recipient in violation of

this Agreement; or (d) becomes available to Recipient from a source other than Discloser and such source was under no obligation to Discloser to keep such information confidential.

3. **Degree of Care.** Recipient shall maintain the Confidential Information using the same degree of care as it uses to protect its own confidential and proprietary information but in any case using no less than a reasonable degree of care. In addition, Recipient shall not use the Confidential Information received from Discloser for its own benefit or, except as expressly provided for herein, disclose the Confidential Information to third parties without the prior written consent of an authorized representative of Discloser.

4. **Disclosure.** Recipient agrees to disclose the Confidential Information only to its directors, officers, employees, agents, independent contractors and consultants who have a need to know the Confidential Information as required in furtherance of the objectives of the business relationship between the parties, and with respect to independent contractors and consultants, only those who have agreed to substantially similar non-disclosure obligations as those contained herein. Notwithstanding the foregoing, the Recipient may disclose the Confidential Information to any person who may also have a need to know the Confidential Information in furtherance of the business relationship, and this disclosure will not act as any type of waiver, implicit or otherwise, of the remainder of this Agreement.

5. **Legal Action Requiring Disclosure.** If Recipient is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose the Confidential Information, Recipient shall give Discloser prompt notice of such request so that Discloser may seek an appropriate protective order or similar protective measure. If Recipient is nonetheless compelled to disclose the Confidential Information, Recipient shall disclose only that portion of the Confidential Information, which Recipient is legally required to disclose.

6. **Return Or Destruction Of Confidential Information.** Recipient is hereby authorized to make only the number of copies of the Confidential Information necessary to disseminate the Confidential Information to those who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies. With the exception of those situations outlined in section 5 above, at the written request of Discloser, Recipient agrees to return or, at Discloser's sole discretion, destroy all materials in its possession and control, which contain any Confidential Information and shall, at Discloser's written request, certify in writing to Discloser that all copies (in any form or media) have been destroyed or returned to Discloser.

7. **Limitation On Use.** Recipient shall use the Confidential Information only in connection with the furtherance of the business relationship between the parties, and Recipient shall make no further use, in whole or in part, of any Confidential Information. However, nothing in this Agreement shall restrict Discloser from using, disclosing, or disseminating its own Confidential Information in any way.

8. **Non-Competition.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Recipient, for a period of twelve (12) months after the last disclosure of Confidential Information to the Recipient by the Discloser, the Recipient shall not, directly or indirectly, in any manner whatsoever including, without limitation, either individually, or in partnership, jointly or in conjunction with any other Person, or as employee, principal, agent, director or shareholder:

- (a) Be engaged in any undertaking which is the same as or substantially similar to and which competes with the Discloser in the business of delivering pre-recorded voice messages to voice mailboxes on behalf of clients;
- (b) Have any financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of the business of any Person which carries on a business which is the same as or substantially similar to and which competes with the Discloser in the business of delivering pre-recorded voice messages to voice mailboxes on behalf of clients;
- (c) Communicate Confidential Information in any way with any Person who is associated with any business that carries on a business which is the same as or substantially similar to and which competes with the Discloser in the business of delivering pre-recorded voice messages to voice mailboxes on behalf of clients;
- (d) Advise, lend money to or guarantee the debts or obligations of any Person which carries on a business which is the same as or substantially similar to and which competes with the Discloser in the business of delivering pre-recorded voice messages to voice mailboxes on behalf of clients; or
- (e) Supply (or procure or assist the supply of) any services which are similar to or competitive with the Discloser's services associated with the delivery of pre-recorded voice messages to voice mailboxes on behalf of clients;

In light of the geographic scope of the Business carried on by the Discloser and its Affiliates as of the date of this Agreement, all of the restrictions outlined in this Section 8 apply anywhere within Canada and the United States.

Each of the Parties agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the Business carried on by the Discloser and that all such restrictions are reasonable and valid in light of the limited market for the Business, and all defenses to the strict enforcement thereof by any of the Parties are hereby waived.

9. **Injunctive Relief.** Each party acknowledges that unauthorized disclosure or use of the Confidential Information by Recipient or any breach by the Recipient of the Non-Competition clause in paragraph 8 may cause irreparable harm and damage to the business of Discloser which may be difficult to ascertain and which may not be adequately compensated by damages at law. Therefore, each party agrees that, in the event of a breach or threatened breach of the terms of this Agreement, Discloser shall be entitled to an injunction prohibiting any unauthorized disclosure or use of its Confidential Information. Any such injunctive relief shall be in addition to, and not in lieu of, any appropriate monetary damages.

10. **Term of Confidentiality.** The Discloser and the Recipient agree that the business relationship considered in this agreement is of the nature that requires an exceptionally high degree of confidentiality. Considering this requirement of an exceptionally high degree of confidentiality, Recipient shall maintain the Confidential Information in accordance with this Agreement for a period of seven (7) years from the date of disclosure.

11. **Severability.** In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such invalidity or unenforceability shall

not affect the validity or enforceability of the remaining portions of this Agreement. This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. Delivery by facsimile of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart thereof. Any part delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

12. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be void. This approval requirement shall not apply to the assignment to any successor corporation in the event of a merger or acquisition. In addition, the Discloser shall have the right, without consent, to assign any or all of its rights and obligations under this Agreement to any of its affiliates. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors in interest.

13. **Amendments and Waivers.** No provision of this Agreement may be amended or waived without the prior written consent of the parties hereto. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not be construed or operate as a waiver of any preceding or succeeding breach of the same or any other term or provision or as a waiver of any contemporaneous breach of any other term or provision or as a continuing waiver of the same or any other term or provision.

14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties thereof. This Agreement may not be changed or modified except by a written agreement signed by the parties hereto. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereby attorn to the non-exclusive jurisdiction of the courts of Ontario and the federal courts of Canada.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year first set forth above.

(Print Company Name)

**BOXPILOT, INC. &
1555045 ONTARIO INC. &
1626778 ONTARIO INC. &
1632456 ONTARIO INC.**

Per: _____
(Sign Here)

Name: _____
(Print First & Last Name Here)

Per: _____
(Sign Here)

Title: _____
(Print Title Here)

Name: Michael Kaitila
(Print First & Last Name Here)

Title: CEO
(Print Title Here)

(Print First & Last Name Here)

By: _____
(Sign Here)