



NON-DISCLOSURE AGREEMENT

BETWEEN:

WALK WITH WEB INC. (the "Disclosing Party")

and

_____ (the "Recipient")

(collectively, the "Parties")

WHEREAS:

The Disclosing Party and the Recipient intend to engage in discussions and communications regarding business matters of mutual interest (the "Business Purpose"). In connection with such communications, Disclosing Party and Recipient recognize that there is a need for Disclosing Party to disclose certain confidential information related to the Business Purpose and Recipient must protect such confidential information from unauthorized use and disclosure.

NOW THEREFORE in consideration of the disclosure of such information by Disclosing Party, Recipient hereby agrees with Disclosing Party as follows:

1. INTERPRETATION

For purposes of this Agreement, "Confidential Information" means any technical, financial, or business information disclosed by Disclosing Party to Recipient that:

- i. includes any information concerning or relating to Disclosing Party's or its affiliates' affairs, financial position, assets, operations, activities, trade secrets, prospects, customers, clients, or employees, including notes, memoranda, summaries, analyses, compilations and other written or electronic materials which contain or otherwise reflect information of a confidential nature;
- ii. is marked "confidential" or "proprietary" at the time of such disclosure, or if disclosed



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orally, is summarized in writing and sent by Disclosing Party to the Recipient within seven (7) days after any such disclosure; or

- iii. a person exercising reasonable business judgment in the circumstances would understand to be confidential or proprietary.

2. CONFIDENTIALITY OBLIGATION

Recipient agrees:

- i. to maintain all Confidential Information in strict confidence;
- ii. not to disclose Confidential Information to any third parties;
- iii. not to copy or otherwise reproduce Confidential Information in whole or in part;
- iv. not to alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble or reverse engineer all, or any part of the Confidential Information; and
- v. not to use Confidential Information for any purpose except for the Business Purpose.

3. PERMITTED DISCLOSURE

Recipient may disclose Confidential Information solely to its employees and consultants who have a genuine need to know such Confidential Information for the Business Purpose and solely to the extent necessary to pursue the Business Purpose, and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement.

4. REQUIRED DISCLOSURE

If the Recipient is requested pursuant to, or required by, applicable law or a court order (or similar legal process) to disclose any Confidential Information, the Recipient will provide



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the Disclosing Party with prompt notice of such request or requirement in order to enable the Disclosing Party to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both.

5. NON-CONFIDENTIAL INFORMATION

This Agreement will not apply to the extent any Confidential Information:

- i. is now or hereafter becomes generally known or available to the public, through no act or omission on the part of Recipient;
- ii. was known by Recipient prior to receiving such information from Disclosing Party;
- iii. is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
- iv. is independently developed, created or produced by Recipient without access to any Confidential Information.

6. RETURN OF CONFIDENTIAL INFORMATION

Upon Disclosing Party's request, Recipient will promptly return to Disclosing Party all tangible items or embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies) and provide Disclosing Party with a written certificate certifying Recipient's compliance with the foregoing obligation.

7. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information shall remain the sole and exclusive property of Disclosing Party. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Disclosing Party.



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8. DAMAGES AND IRREPARABLE HARM

Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Recipient acknowledges that Disclosing Party will have the right to obtain immediate equitable relief, including but not limited to a permanent or interlocutory injunction, to enjoin any unauthorized use or disclosure of Confidential Information, in addition to any other rights or remedies that Disclosing Party may have at law.

9. NO WARRANTY

Disclosing Party makes no representation as to the accuracy or completeness of the Confidential Information.

10. NOTIFICATION IF DISCLOSURE

Recipient shall immediately notify Disclosing Party if it discovers any loss or unauthorized disclosure of Confidential Information.

11. TERM

This Agreement will commence on the date set out below and will remain in effect for 7 year(s) from the date of the last disclosure of Confidential Information by Disclosing Party to the Recipient, at which time it will terminate.

12. GENERAL TERMS

a. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, that may exist.

b. Amendment

This Agreement can be amended only in writing signed by both Parties.

c. Notice

a. Method of Notice

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing by i) personal delivery, ii) registered or certified mail, iii) courier or iv) e-mail sent to the address specified below, or to the address that a party has notified to be that party's address for the purposes of this section:

WALK WITH WEB INC.
(kartikay@walkwithweb.org)

Apt 1101
96 St. Patrick Street
Toronto ON M5T 1V2
Canada

b. Receipt of Notice

A notice given under this Agreement will be effective on:

- i.** the other party's receipt of it; or
- ii.** if mailed or sent by courier, on the earlier of the other party's receipt of it and the fifth business day after mailing it.

d. Assignment

Recipient may not assign this Agreement, in whole or in part, without Disclosing Party's prior written consent, and any attempted assignment without such consent will be void.

e. Enure

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

f. Governing Law and Jurisdiction

This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

g. No Waiver

No waiver of a provision, right or remedy of this Agreement shall operate as a waiver of any other provision, right or remedy or the same provision, right or remedy on a future occasion.

h. Severability

In the event that any provision or part of this Agreement is found to be void or invalid by a court of law, the remaining provisions, or parts thereof, shall be and remain in full force and effect.

i. Electronic Signature

The Parties may sign this Agreement electronically and in any number of counterparts, all of which taken together will constitute one single agreement. Electronic signatures count as originals for all purposes and the electronic exchange of signed copies of the

