



Non-Disclosure Agreement

All projects or services (“the work”) that **AGENCY** (or “we”):

4 CHICKS WITH A WEBSITE
8140 Wellington Road 19
Fergus, Ontario
Canada, N1M2W4

may be contracted to produce or provide for **CLIENT** (or “you”):

will be subject to, and you the undersigned agree to the following Agreement.

NOW, THEREFORE, for good and valuable consideration of the terms and conditions, the parties, intending to be legally bound, agree as follows:

1. INTELLECTUAL PROPERTY

AGENCY warrants that the Intellectual Property and products **AGENCY** will produce, shall be original and shall not infringe any third party’s patents, trademarks, trade secrets, copyrights or other proprietary rights. To the extent that **AGENCY** is required to incorporate a third party’s proprietary materials into the Intellectual Property and products **AGENCY** produces for **CLIENT**.

AGENCY shall obtain all authorizations necessary for such incorporation and shall obtain such permissions as are required by **CLIENT** to allow **CLIENT** to fully exploit the Intellectual property and products produced by **AGENCY**.

2. CONFIDENTIAL INFORMATION / NON DISCLOSURE.

During the course of such Services, **AGENCY** may be exposed to confidential and proprietary information including but not limited to products, processes, technologies, innovative concepts, customer information, processing capabilities, and information which may be of a personal nature and other valuable personal identity information designated as confidential expressly or by the circumstances in which it is provided (collectively “Confidential Information”).

Confidential Information does not include:

- 1) information already known or independently developed by the recipient;
- 2) information in the public domain through no wrongful act of the recipient, or
- 3) information received by the recipient from a third party who was free to disclose it;
- 4) information disclosed to a third party by the owner without restriction.

It is agreed that Confidential Information shall not be revealed or disclosed to any third party at any time, except as may be authorized in writing by an officer or authorized representative of the party that is the proprietary owner of the Confidential Information, or when such disclosure is required by law, subject to the receiving Party giving prior notice

to **CLIENT** to allow it to seek protective or other court orders. Each party receiving Confidential Information hereby agrees that it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to the individuals having a "need to know" (and who are themselves bound by similar nondisclosure restrictions). In the event that the Receiving Party or its Agents become legally compelled to disclose any of the Confidential Information, the Receiving Party shall use its best efforts to promptly notify **CLIENT** and provide reasonable cooperation to **Client** in connection with its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances.

Both parties acknowledge and agree that the unauthorized disclosure of **CLIENT'S** Confidential Information could cause harm and significant injury to the **CLIENT**, which may be difficult to ascertain. **CLIENT** makes no warranty or representation as to the accuracy or completeness of any information provided to the Receiving Party hereunder; provided that neither party shall knowingly provide any false or misleading information to the other. Upon termination of this Agreement or at the request of Company, the Receiving Party shall immediately return all Confidential Information and copies thereof, or if directed by **CLIENT**, shall immediately destroy all copies of such, and shall furnish proof of their destruction to **CLIENT**.

Protection of Trade Secrets. Without the prior written consent of **CLIENT**, **AGENCY** shall not directly or indirectly disclose or use at any time, either during or subsequent to **AGENCY** consulting arrangement with **CLIENT**, any trade secrets, know-how, or any other secret or confidential information, knowledge or data of **CLIENT** ("Confidential Information"). Such Confidential Information shall include, but not be limited to, customer and supplier lists, product designs, engineering drawings, and computer programs. Upon termination of this Agreement, or any time prior thereto upon request of **CLIENT**, **AGENCY** shall promptly return all property and all Confidential Information which are in Consultant's possession or under **AGENCY** control, including all materials which incorporate such Confidential Information.

3. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. THE PARTY'S' LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY SERVICE WORK ORDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE TO CONSULTANT UNDER THIS AGREEMENT.