

**Non-Disclosure Agreement**

THIS NON-DISCLOSURE AGREEMENT dated this Click or tap here to enter text. of Click or tap here to enter text., Click or tap here to enter text.

BETWEEN

Click or tap here to enter text. OF EVENTSCAPE INC.

 OF THE FIRST PART

AND

Click or tap here to enter text.OF Click or tap here to enter text.

 (THE RECIPIENT)

 OF THE SECOND PART

Purpose

EVENTSCAPE INC. and Click or tap here to enter text. (Recipient)desire to enter into

confidentiality agreement with regards to

Click or tap here to enter text.

 

In connection with the permitted purpose the **Recipient** will receive certain confidential

information.

In consideration of EVENTSCAPE INC’S. desire to engage vendors services, EVENTSCAPE

INC. requires that you, as a potential supplier or individual, agree to observe and strictly maintain

the confidentiality of any information relating to any project or projects and/or EVENTSCAPE

INC. clients you may be assigned or be exposed to, including both present and potential.

**Confidential Information.**

1) All Confidential information regardless of whether such information was provided before

or after the due date of this agreement or how it was provided shall include, but not be

limited to business information, relating to EVENTSCAPE INC., furnished to **Recipient**

and/or **Recipient’s** affiliates, employees, officer’s owners, agents, consultants or

representatives, in the course of their work contemplated in this Agreement, regardless of

whether such confidential Information has been expressly designated as Confidential or

Proprietary.

**Recipient** acknowledges that no representation or warranty, express or implied has been

or is made by or on behalf of EVENTSCAPE INC., as to the accuracy or completeness of

any of the Confidential Information furnished to the **Recipient**. The Opportunity or the

Confidential Information also includes the fact that the Confidential Information exists

and has been made available to the **Recipient**, the fact that the Parties are considering the

opportunity, the potential terms of the opportunity, and the fact that discussions are taking

place concerning the opportunity.

a) Confidential Information; Business Operations, means all information concerning but

not limited to business, operations of documents, records, information and data

(whether verbal, electronic or written), drawings, models, apparatus, sketches, designs,

schedules, product plans, technical and engineering data procedures, methodologies,

formulations, patent applications, know-how, experimental results, specifications and

other Confidential Information that EVENTSCAPE INC. also includes any and all

analyses, compilations, work product, studies and or data or material prepared by or in

the possession or control of the **Recipient** which contain, include, refer to or otherwise

reflect or are generated from and Confidential Information.

b) Confidential Information; Finance and Marketing, means all information concerning

but not limited to Finance and Marketing (whether verbal, electronic or written),

 

results of operations, assets and affairs of the EVENTSCAPE INC., including, but not

limited to, financial and accounting information, budgets, projections, forecasts,

business plans, operating methods, business strategies, trade secrets, intellectual

property, software programs, marketing and distribution plans, planning data,

marketing strategies, price lists, market studies, employee lists, supplier lists, customer

and prospect lists, and supplier and other customer information and data that

EVENTSCAPE INC. or its Representatives discloses marked as confidential, together

with any copies, extracts, analyses, compilations, studies or other documents prepared

or received by the **Recipient** or its Representatives, which contain or otherwise reflect

such information or the **Recipient** review of, or interest in the opportunity and

Confidential Information.

c) Confidential Information: Computer Technology, means all information of documents,

records, information and data (whether verbal, electronic or written), scientific and

technical information or material pertaining to any machine appliance or process,

including but not limited to, specifications, proposals, models, designs, formulas, test

results and reports. Confidential Information that EVENTSCAPE INC. also includes

any and all analyses, compilations, work product, studies and or data or material

prepared by or in the possession or control of the **Recipient** which contain, include,

refer to or otherwise reflect or are generated from and Confidential Information.

d) The **Recipients** may disclose any of the confidential information to,

I. The **Recipient** has informed such personnel of the confidential nature

of the information

II. Personnel agree to be legally bound to the same burdens of non-disclosure

and non-use as **Recipients**.

III. The **Recipient** agrees to be responsible for and indemnify

EVENTSCAPE INC., for any breach of this agreement by their personnel

e) Confidential, except as otherwise authorized in writing by EVENTSCAPE INC.

Vendor agrees not to furnish or deliver in whole or in part to anyone, other than to

EVENTSCAPE INC. any code compositions drawings, 3D computer models, images,

materials, tapes, CDs or elements used in connections with EVENTSCAPE INC.

projects. Furthermore, you will not allow anyone, other than personnel of **Recipient**,

EVENTSCAPE INC. and its specific EVENTSCAPE INC. clients to view or inspect

any of the aforementioned items for any promotion or publicity for **Recipient** unless

receiving approval in writing from EVENTSCAPE INC. The foregoing restriction

 

includes, but is not limited to, the use of any EVENTSCAPE INC. and/or

EVENTSCAPE INC. client materials in any Vendor promoting or presentation

materials.

2) Ownership and Title, nothing contained in the Agreement will grant to or create the

**Recipient**, either expressly or impliedly, any right, title, interest or license in or to the

intellectual property of EVENTSCAPE INC.

3) **Recipient** shall not knowingly have any relationship with any other company or business

enterprise that might affect **Recipient** independence of judgment or otherwise conflicts

with proper performance of the **Recipient** duties hereunder, or could in any respect

compromise the **Recipient** loyalty to EVENTSCAPE INC. and/or EVENTSCAPE INC.

clients. **Recipient** shall not directly or indirectly engage or solicit one or more

EVENTSCAPE INC. clients to work directly with **Recipient** without the specific written

approval of EVENTSCAPE INC.

4) Return of Confidential Information, promptly upon termination of discussion relating to

the Project or upon cessation of your involvement in the Project the **Recipient** shall,

a. Return all confidential information to EVENTSCAPE INC. and not retain any

materials or copies in your possession.

b. Upon request destroy or have destroyed all memoranda, notes, reports and other

works based on or derived from the **Recipients** review of the confidential

information.

c. Provide a certificate to the information provider that such materials have been

destroyed or returned.

5) Remedies, in the event you should violate this Agreement you will indemnify, defend and

hold harmless EVENTSCAPE INC. and EVENTSCAPE INC. client with respect to any

and all costs, expenses and/or damages which may arise as a result of such violation.

EVENTSCAPE INC. and/or EVENTSCAPE INC. client shall have the right to equitable

relief by way of injunction with proof of damages, in addition to any other relief to which

either party may be entitled by reason of such violation.

 

6) Notice, Confidential Information cannot be used for any other purpose or disclosed for

any reason whatsoever, unless required by law. If the **Recipient** is requested by law to

disclose confidential information the **Recipient** is required to give EVENTSCAPE INC.

prompt written notice of such request so as to EVENTSCAPE INC. may seek an

appropriate remedy or alternatively to waive the **Recipients** compliance with the

provisions of this agreement in regard to the request.

7) Amendments, The Agreement can only be amended or modified by a written instrument

executed by both EVENTSCAPE INC. and **Recipients**.

8) Terms of this Agreement

a) Confidential information that is not a trade secret, **Recipient’s** obligations hereunder

shall continue for the shorter of:

i) perpetually and

ii) maximum duration as permitted by applicable statute and/or common law

b) For confidential information that is trade secret, **Recipient’s** obligations

hereunder shall be perpetual.

9) The parties affirm that the individuals executing this Agreement have authority to

Bind the ties to the terms hereof.

10) This agreement shall be binding upon you and upon all your agent’s contractors,

employees and associates of yours, and you will take whatever steps necessary to ensure

that all such parties explicitly agree to comply with and be bound by the terms of this

agreement.

11) The validity, construction and performance of this Agreement shall be governed and

construed in accordance with laws of Ontario, Canada applicable to contracts made and to

be wholly performed within such without giving effect to any conflict of laws provisions

thereof.



Disclosing Party Receiving Party

PRINTED NAME, PRINTED NAME,

Click or tap here to enter text.

TITLE, TITLE,

Click or tap here to enter text.

COMPANY NAME, COMPANY NAME,

Eventscape Click or tap here to enter text.

DATE, DATE,

Click or tap here to enter text.

SIGNATURE, SIGNATURE,