

NON-DISCLOSURE AGREEMENT

This Agreement made this _____ day of _____, 20 _____ (hereinafter referred to as the "Agreement")

BETWEEN:

Leanne Toews, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)

109 - 645 Fort Street

Victoria, B.C.

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(Hereinafter referred to as "The Recipient")

AND:

(Hereinafter referred to as "The Information Provider(s)")

WHEREBY IT IS AGREED AS FOLLOWS:

1. BACKGROUND

- A. The Information Provider and Recipient desire to enter into a Non-Disclosure Agreement with regards to: "services as they pertain to the Information Provider(s)' needs as outlined in a Professional Services Agreement signed and accepted by an authorized party(ies), to which this Agreement shall serve as an Addendum, and/or as they pertain to

the Information Provider(s)' needs outlined in a provided estimate/quote, signed and accepted by an authorized party(ies), and/or as instructed by any Order accepted by the Court(s). and as may be instructed by any subsequent Order of the Court(s)" (the "Permitted Purpose").

- B. In connection with the Permitted Purpose, the Recipient may receive certain confidential information (the "Confidential Information").

2. CONFIDENTIAL INFORMATION

- A. All written and oral information and materials disclosed or provided by the Information Provider(s) to the Recipient under the Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement, or how it was provided to the Recipient.
- B. "Confidential Information" means all data and information relating to the Information Provider(s), including, but not limited to, the following:
 - I. "Client Information" which includes names of Clients, including the Information Provider(s), their representatives, family, friends, colleagues, employers, etc. . . ; and,
 - II. Confidential Information will include any information that has been disclosed by a third party to the Information Provider(s) and is protected by a Non-Disclosure Agreement entered into between the third party and the Information Provider(s).
- C. Confidential Information will not include the following information:
 - I. Information that is generally known about, or regarding, the Information Provider(s);
 - II. Information that is now, or subsequently becomes, generally available to the public through no wrongful act of the Recipient;
 - III. Information that the Recipient rightfully had in their possession prior to receiving the Confidential Information from the Information Provider(s);
 - IV. Information that is independently understood by the Recipient without direct or indirect use of the Confidential Information; or,
 - V. Information that the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

3. CONFIDENTIAL OBLIGATIONS

- A. Except as otherwise provided in the Agreement, the Recipient must keep the Confidential Information confidential.
- B. Except as otherwise provided in the Agreement, the Confidential Information will remain the exclusive property of the Information Provider(s) and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information

Provider(s) or any of its representatives, family, friends, colleagues, employers, etc. . . except as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum.

- C. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in the Agreement, and any obligations to provide notice under the Agreement, will survive the expiration or termination, as the case may be, of the Agreement, and those obligations will last indefinitely.
- D. The Recipient may disclose any of the Confidential Information as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum. Section 2 of the Professional Services Agreement permits the disclosure of the Confidential Information in some cases, and shall supersede the Agreement where applicable.
- E. The Recipient agrees to retain all Confidential Information at their usual place of business, and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in the Agreement.
- F. Confidential Information may be transmitted or stored electronically, as contemplated in the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum.

4. REMEDIES

- A. The Recipient agrees and acknowledges that the Confidential Information is of a confidential and potentially sensitive nature, and that any failure to maintain the confidentiality of the Confidential Information in breach of the Agreement may not be reasonably or adequately compensated for in money damages and could cause irreparable injury to the Information Provider(s). Accordingly, the Recipient agrees that the Information Provider(s) is entitled to, in addition to all other rights and remedies available to it by law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by the Agreement in relation to the Confidential Information, except as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement is an addendum.

5. RETURN OF CONFIDENTIAL INFORMATION

- A. The Recipient will keep track of all Confidential Information provided to them, and the location of such information. The Information Provider(s) may, at any time, request the return of all physical Confidential Information from the Recipient. Upon the request of the Information Provider(s), or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of the Agreement, the Recipient will:
 - I. Return all Confidential Information to the Information Provider(s), and will not retain any copies of such information;

- II. Destroy, or have destroyed, all memoranda, notes, reports and other works based on, or derived from, the Recipients review of the Confidential Information; and/or,
- III. Provide notice to the Information Provider(s) that such materials have been destroyed or returned, as the case may be.

6. NOTICES

- A. In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the Information Provider(s) prompt written notice of such request so the Information Provider(s) may seek an appropriate remedy or, alternatively, to waive the Recipients' compliance with the provisions of the Agreement in regards to the request, or, where appropriate, to report to any external individual, group, or party as may be ordered in a court of law or under/through any legal action and/or discovery process.
- B. If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of the Agreement, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- C. Any notices or delivery required in the Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in regular post, postage pre-paid, to the parties at the addresses (electronic or otherwise) contained in the Agreement, or as the parties may later designate in writing.
- D. The address for any notice to be delivered to the Information Provider(s) in the Agreement is as shown in the outset of the Agreement.

7. REPRESENTATIONS

- A. In providing the Confidential Information, the Information Provider(s) certify(ies) that the Confidential Information provided, to the best of their knowledge, meets the adequacy, sufficiency, completeness and correctness requirements of the Recipient.

8. TERMINATION, ASSIGNMENT & AMENDMENTS

- A. All parties reserve the right to terminate the Agreement at any time, with or without cause, by providing the other party two (2) week's written notice thereof. All parties reserve the right to terminate the Agreement at any time, with cause. Except as otherwise provided in the Agreement, all rights and obligations under the Agreement will terminate at the time.

- C. The termination or expiration of the Agreement shall not release the parties from their obligations under the Agreement afforded by common law or as otherwise contemplated in the Agreement, including those that exist in perpetuity, specifically related to confidentiality and disclosure.
- B. The Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to the Agreement.
- C. The Agreement may only be amended or modified by a written instrument executed by both the Information Provider(s) and the Recipient.
- D. All contracts or agreements with the Recipient are entered into in the Province of British Columbia. Any dispute between the Recipient and the Information Provider(s) shall be resolved in the City of Victoria. Should any part of the Agreement be deemed unenforceable in a court of law within the Province of British Columbia, the Agreement as a whole shall be terminated immediately.

9. ENTIRE AGREEMENT

- A. This Agreement supersedes any and all agreements between the parties, whether oral or written, in relation to the matters referred to herein, with the exception of any addenda jointly signed by the parties including the Professional Services Agreement.
- B. This Agreement constitutes the entire agreement of the parties in respect of the subject matter and its terms and conditions, with the exception of any addenda jointly signed by the parties including the Professional Services Agreement, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall have any force or effect other than as expressly provided in the Agreement, or subsequent to the date hereof in writing signed by the party or parties to be bound thereby.

THE AGREEMENT shall commence on the ____ day of _____, 20 ____, and shall serve as a binding contract. The Recipient agrees to provide a copy of the Agreement, fully executed and countersigned, to the Information Provider(s). The Recipient shall retain the original copy of the Agreement.

By way of their respective signatures below, the Recipient and the Information Provider(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms of the Agreement, and acknowledge the forthcoming receipt of a complete and countersigned copy for their records.

LEANNE TOEWS, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)
the "Recipient"

Leanne Toews

Date: _____ / _____ / _____

MM DD YYYY

the "Information Provider(s)"