

MUTUAL CONFIDENTIALITY AND NON-DISCLOSING PARTY AGREEMENT

This Mutual Confidentiality and Non-Disclosing Party Agreement (this “**Agreement**”) is made as of the date the last party signs by and between:

TechJutsu Inc. an Alberta corporation (“**TechJutsu**”) with a principal place of business located at 1402 - 1110 11 Street SW, Calgary, Alberta, T2R 1S5, of the one part, and
 _____ a/an _____
 corporation (“**Customer**”) with a principal place of business located at _____ of the other part

And it sets forth the terms and conditions on which any party (the “**Disclosing Party**”) is willing to disclose certain confidential information to the other party (the “**Receiving Party**”). Each a “**Party**” and collectively, the “**Parties**”.

1. **Purpose.** In connection with one or more business opportunities between the Parties (the “**Proposed Business**”), Customer wishes to evaluate certain technical and commercial information relating to TechJutsu’s “Caller Verify” product, which may include any other services offered by TechJutsu including any and all related documentation upon Disclosing Party to Customer. In connection with the Proposed Business, a Disclosing Party may disclose to the Receiving Party certain Confidential Information (as such term is defined below), which the Disclosing Party desires the Receiving Party, and the Receiving Party agrees, to treat as confidential, as set forth in this Agreement below.
2. **Confidential Information.** “**Confidential Information**” shall mean information that may be disclosed or made available by the Disclosing Party to the Receiving Party, including, but not limited to: technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, potential clients, marketing strategies, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by in any other manner and identified as confidential at the time of Disclosing Party and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.
3. **Exceptions.** This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Disclosing Party; or (e) is independently developed by the other party, provided that the Receiving Party can show that such development was performed by or on behalf of the Receiving Party without the use of or any reference to the Confidential Information.

4. **Legal Disclosure.** If the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information, becomes legally obligated (by oral questions, interrogatories, requests for information or documents, subpoena, court order, investigative demand or similar process) to disclose any of the Confidential Information, the Receiving Party will use reasonable efforts to provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise diligent efforts to obtain reliable assurance, to the extent that such assurance can be obtained, that confidential treatment will be accorded the Confidential Information.

5. **Use and Disclosure.** The Parties agree that Receiving Party shall: (i) use the Confidential Information solely for the Purpose and for no other purpose; (ii) restrict Disclosing Party of Confidential Information only to the Receiving Party's officers, directors, employees, consultants, and representatives (collectively, "Representatives") who need to know the Confidential Information for the Purpose and who, prior to disclosure, (a) are informed of the confidential nature of the information and (b) have agreed to a duty of confidentiality to the Receiving Party no less restrictive than the terms of this Agreement; (iii) be responsible for any breach of this Agreement by its Representatives; (iv) protect Disclosing Party's Confidential Information using the same degree of care as it uses to protect its own information of similar nature but no less than reasonable care; and (v) immediately notify Disclosing Party in writing of the discovery of any unauthorized use or Disclosing Party of Confidential Information.

6. **Termination; Confidential Information Disposition.** On Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party any and all Confidential Information delivered in any form to the Recipient, including all copies or extracts thereof, or provide notice to the Disclosing Party certifying in writing that all Confidential Information has in fact been returned or destroyed. With respect to electronic copies of any Confidential Information, Receiving Party shall use reasonable efforts to delete and make unavailable all electronic copies of any Confidential Information, and any which is not so deleted will remain subject to the terms of this Agreement for so long as they are retained. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of Confidential Information for its legal archives, provided that such Confidential Information will remain subject to the provisions of this Agreement unless and until the Confidential Information is destroyed or returned to the Discloser.

7. **Ownership; No License.** All right, title and interest in and to the Confidential Information will remain the property of the Disclosing Party. Neither this Agreement nor the Disclosing Party of Confidential Information hereunder will be construed as granting any right or license respecting any Confidential Information except for the specific rights expressly granted under this Agreement. All Confidential Information disclosed hereunder is provided by the Disclosing Party on an "as is" basis without representation or warranty of any kind.

8. **No Business Obligation.** This Agreement does not create any agency or partnership relationship between the Parties. This Agreement imposes no obligation on either Party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.
9. **Injunctive Relief.** The Parties acknowledge that any remedy at law for the breach or threatened breach of the provisions of this Agreement may be inadequate to fully and properly protect the Discloser and, therefore, the Parties agree that the Discloser may be entitled to seek injunctive relief to prevent a breach of this Agreement and to secure the enforcement of this Agreement in addition to other available remedies for such breach or threatened breach.
10. **Term.** The period for Disclosing Party of Confidential Information will commence on the Effective Date and expire two (2) years after the Effective Date ("**Term**"). The obligations of confidentiality and non-use under this Agreement with respect to Confidential Information disclosed during the Term will survive for five (5) years after the end of the Term. Trade secrets will be kept confidential in perpetuity for so long as such information qualifies as a trade secret under applicable law.
11. **Governing Law and Choice of Forum.** This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn and submit to the exclusive jurisdiction of the courts of Alberta. Any action brought on this Agreement shall be commenced in the judicial district of the City of Calgary.
12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, provided, however, that neither Party shall assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the other Party. However, either Party may assign this Agreement, upon written notice, but without consent to (i) any of its Affiliates or (ii) to any party that obtains all or substantially all of the assets of the applicable Party to which to this Agreement relates (whether by merger, consolidation, asset sale, or otherwise).

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. No waiver or modification of this Agreement shall be binding upon either party unless made in writing and signed by both parties.

This Agreement supersedes all prior agreements, discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

This Agreement must be signed by an authorized representative of each Party. Each signatory hereto represents and warrants that he or she is duly authorized to sign, execute, and deliver this Agreement on behalf of the Party he or she represents.

TechJutsu Inc.

Per _____

Per _____

Name Tracey Nyholt

Name _____

Title CEO

Title _____

Date _____

Date _____