



YouTestMe

Non-Disclosure Agreement

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DATED DATE.

THIS AGREEMENT is entered into by and between **YouTestMe, with its principal place of business at Toronto, Ontario, Canada** ("Party A") and **ORGANIZATION** ("Party B").

Party A and Party B are hereby known as the "Parties".

WHEREAS the Party A is considering entering into a business arrangement with Party B;

AND WHEREAS the Party B is considering entering into a business arrangement with Party A;

AND WHEREAS as a result of the arrangement and associated discussions, the Parties will be receiving certain Confidential Information from each other;

NOW THEREFORE, the parties agree as follows:

1 Type of Agreement

This Agreement shall be Mutual; Both Party A and Party B shall be prohibited from sharing learned confidential and proprietary information that is communal between both parties.

2 Definition of Confidentiality

In this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.

3 Exclusions

The Parties obligations under this Agreement do not extend to information that is: (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the other Party; (ii) discovered or created by one Party before disclosure by the other Party; (iii) learned by one Party through legitimate means other than from the other Party or other Party's representatives; or (iv) is disclosed by one Party with the other Party's prior written approval.

4 Obligations

The Parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the party disclosing the information. The Parties shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Parties shall not, without prior written approval of the Party disclosing confidential information, use for the Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Party disclosing any Confidential Information. The Parties shall return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if either Party requests it in writing.

5 Term

The provisions of this Agreement shall survive termination of this Agreement and the Parties duties to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Parties sends a written notice releasing the other Party from this Agreement, whichever occurs first.

6 Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7 Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8 Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9 Governing Law

This Agreement shall be governed under the laws in the State of Canada (Ontario).

10 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the Client and YouTestMe

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

This agreement has been signed by the parties.

YouTestMe

Zoran Kukoljac, Chief Executive Officer

ORGANIZATION

by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)