

Confidential Disclosure Agreement.

This Agreement is entered into this ___ day of _____, 20__ by and between BrickHost with offices at Suite 111, 73 Cumberland Street North, Thunder Bay, Ontario, P7A4L8 (hereinafter "BrickHost") and _____, with offices at _____ (hereinafter "Client").

WHEREAS Client possesses certain ideas and information relating to _____ that is confidential and proprietary to Client (hereinafter "Confidential Information"); and

WHEREAS BrickHost is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of graphic and or web design/development;

NOW THEREFORE, in consideration for the mutual undertakings of the Client and BrickHost under this Agreement, the parties agree as follows:

1. **Disclosure.** Client agrees to disclose, and BrickHost agrees to receive the Confidential Information.

2. **Confidentiality.**

2.1 **No Use.** BrickHost agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 **No Disclosure.** BrickHost agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than BrickHost employees having a need for disclosure in connection with BrickHost's authorized use of the Confidential Information.

2.3 **Protection of Secrecy.** BrickHost agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. **Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and the BrickHost shall have no obligation with respect to such information where the information:

- (a) was known to BrickHost prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of BrickHost;
- (c) was received by BrickHost without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by BrickHost without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

4. **Ownership of Confidential Information.** BrickHost agrees that all Confidential Information shall remain the property of the Client, and that the Client may use such Confidential Information for any purpose without obligation to BrickHost. Nothing contained herein shall be construed as granting or implying any transfer of rights to BrickHost in the Confidential Information, or any patents or other

intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) BrickHost, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Client (_____)
Signed: _____
Print Name: _____
Title: _____
Date: _____

BrickHost
Signed: _____
Print Name: _____
Title: _____
Date: _____