



TWO-WAY NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made as of the

day of, 20 ,

by and between Raven Connected Inc. ("Raven") having its principal place of business at:

441 Maclaren, Suite 408, Ottawa, Ontario CANADA K2P 2H3 and

<<Company Name>> (the "Company") having its principal place of business at:

<<Company Address>>

WHEREAS RAVEN and the Company are currently engaged in discussions with respect to:

Referral/Resale and Technical Integration with respect to Raven Connected Camera &

Platform (the "Subject Matter");

AND WHEREAS Raven and the Company expect that such discussions will involve the disclosure of confidential and proprietary information.

IN CONSIDERATION of the agreement by each of the parties to disclose Confidential Information to the other and the mutual covenants herein, the parties agree as follows:

1. Confidential Information

- a) "Confidential Information" means any information, technical data, or know-how concerning either party, including, but not limited to, that which relates to research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, and the existence of on-going discussions between the parties.
- b) Confidential Information does not include that information defined as Confidential Information above which the receiving party can conclusively establish (i) is in the possession of the receiving party without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the receiving party to whom it was disclosed; (iii) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party.
- c.) Confidential information remains the exclusive property of the disclosing party.

2. Restrictions

- a) Raven and the Company covenant to each other that they will not at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information of the other to any person or entity

without the prior written approval of the disclosing party, or use any such Confidential Information for any purpose, other than for the specific purpose of the Subject Matter, unless specifically pre-approved in writing by the disclosing party. However, the receiving party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the receiving party has obtained a written opinion from its legal advisor in its capacity of advising the receiving party in such matters; the receiving party uses all legitimate and legal means available to minimize the disclosure to third parties, including without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of the receiving party or other litigating parties; and the receiving party shall give the disclosing party reasonable notice (which shall be no less than ten (10) days notice) prior to such disclosure and shall comply with any applicable protective order or equivalent.

- b) Each party shall maintain the confidential nature of the Confidential Information of the other in its possession by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure, which shall be no less than those efforts made by the receiving party to protect its own confidential information. The receiving party may disclose Confidential Information of the other only to its employees and consultants who have a 'need-to-know' for the purposes of the Subject Matter. Each party shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of this Agreement.
- c) Neither party shall record, make notes of, copy or reproduce the Confidential Information of the other by any means without the written permission of the disclosing party except as necessary to carry out the purpose of the Subject Matter. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing Confidential Information of the disclosing party and shall be protected from unauthorized disclosure or access. Each party agrees to segregate all Confidential Information of the other from the confidential materials of others in order to prevent commingling.
- d) Neither party shall reverse engineer, decompile or disassemble any software which is Confidential Information of the other party.

3. Rights and Remedies

- a) Each party acknowledges and agrees that all Confidential Information of the other party and all worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable shall belong to and shall remain the sole and exclusive property of the disclosing party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, including without limitation any trademark, patent, copyright or other intellectual or industrial property right or license.
- b) Each party agrees to return all originals, copies, reproductions and summaries of Confidential Information of the other at the disclosing party's request or at the disclosing party's option, certify destruction of the same.
- c) The parties agree to notify the other immediately upon discovery of any unauthorized use or disclosure of Confidential Information of the other, or breach of this Agreement.
- d) The parties acknowledge that any breach of the terms and conditions of this Agreement by them would result in significant damage to the disclosing party, not completely compensable monetarily, and agree that the disclosing party shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of a breach or threatened breach of any of the terms of this Agreement. The party in default hereunder shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

4. Miscellaneous

- a) The parties agree that Confidential Information under this Agreement, is provided "as is" without warranty of any kind; may contain bugs, errors and other problems that could cause system failures; and that the use of such Confidential Information is entirely at the receiving party's risk. Both parties acknowledge that neither the disclosing party nor its suppliers shall be liable for any damages whatsoever (including without limitation, direct, indirect, incidental, consequential, or punitive damages of any nature or kind, including loss of profits, or losses of third parties of any nature or kind) relating to the receiving party's use of or reliance upon the

Confidential Information.

- b) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.
- c) This Agreement supersedes any and all prior arrangements, whether oral or written, express or implied, with respect to the Confidential Information.
- d) This Agreement is personal, indivisible, and non-transferable and may not be assigned or transferred in whole or in part by either party.
- e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Each party hereby attorns to the jurisdiction of the courts of the Province of Ontario and agrees not to oppose any action brought in Ontario on the basis that the courts of Ontario are not an appropriate or convenient forum for same.

5. Term

- a.) This agreement is valid for a fixed term of three years commencing on the signed date.
- b.) This agreement may also be terminated upon written notice by either party to the other.

IN WITNESS WHEREOF the parties by their authorized signing authorities have executed this Agreement under seal as of the date first written above.

RAVEN CONNECTED INC.

Name:

Signature: _____

Title:

Date: _____

COMPANY

Name: <<Contact>>

Signature: _____

Title: <<Contact Title>>

Date: _____