SmartSimple Non-Disclosure Agreement

Between:

If You are domiciled in:	You are contracting with:	Address:	Governing Law:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	SmartSimple Software Ltd.	30 N Gould St Ste 8131 Sheridan, WY 82801 USA	Delaware and controlling United States Federal law
Canada or Asia-Pacific	SmartSimple Software Inc.	111 Peter St. Suite 606, Toronto, Ontario, M5V 2H1	Ontario and controlling Canadian Federal law
A Country in Europe, the Middle East or Africa	SmartSimple Software Ireland Limited	1 Grattan Business Park, Clonshaugh, Dublin 17, D17 HR64	Ireland

(SmartSimple)

And

Company Name	Address:

(ORGANIZATION)

("The Agreement")

WITNESSETH

WHEREAS, SmartSimple and **ORGANIZATION** each desire to receive certain Confidential Information (as defined below) concerning the other to enable SmartSimple and **ORGANIZATION** to further any business transaction (the "Transaction") between them; and

WHEREAS, each of SmartSimple **ORGANIZATION** are willing to disclose certain Confidential Information (as defined below) to the other in connection with the Transaction, in reliance upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any information supplied by one party or its Affiliates or representatives ("Disclosing Party") to the other party or its Affiliates or representatives ("Recipient") which information has been expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party and includes, but is not limited to, patent applications, inventions, formulae, software listings, processes, trade secrets, customer lists, business plans, projections, research, finances, marketing, and information pertaining to any of the foregoing; provided, however, that "Confidential Information" shall not include information that:

(i)   becomes generally known or available to the public other than as a result of a disclosure by Recipient or anyone to whom Recipient transmits the information;

(ii)   was available to Recipient on a non-confidential basis prior to its disclosure to Recipient by Disclosing Party;

(iii)   becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party who is not bound by a confidentiality agreement or other obligation of secrecy with respect to such information; or

(iv)   was actually known by the Recipient prior to its disclosure to Recipient by Disclosing Party.

2. Identification

All information which is identified or marked "confidential", "trade secret" or "for company use only" or is identified or marked with any similar reference shall be presumed to be Confidential Information; provided that, the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

3. Acknowledgement.

Each party recognizes that the other party is engaged in a highly competitive business and has developed and acquired valuable Confidential Information, as defined above. Recipient acknowledges that Disclosing Party may suffer irreparable harm if Recipient or its employees, agents or representatives, after having access to any Confidential Information, make any unauthorized disclosures or communication of any Confidential Information wrongfully or in competition with Disclosing Party.

4. Maintain Confidentiality

Recipient acknowledges and agrees that, subject to (5) below:

(v)   Recipient will treat as strictly confidential all Confidential Information which is made available to Recipient;

(vi)   Recipient will maintain all Confidential Information in a secure place and limit access to Confidential Information to only those employees or agents of Recipient to whom it is necessary to disclose the Confidential Information in furtherance of Recipient's review for purposes of the developing the Transaction;

(vii) Recipient will prevent disclosure of any Confidential Information by any employee, agent or representative of Recipient to unauthorized parties and assumes liability for any breach of this Confidentiality Agreement, or for any other unauthorized disclosure or use of Confidential Information, by it or any of its employees, agents or representatives; and

(viii) Recipient and its employees, agents and representatives will not use any Confidential Information in any way other than in connection with its review and evaluation of the Transaction.

5. Compelled Disclosure

In the event that Recipient or anyone to whom Recipient transmits Confidential Information pursuant to this Agreement becomes legally compelled to disclose Confidential Information, Recipient will provide Disclosing Party with prompt written notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Disclosing Party waives compliance with the provisions of this Agreement, Recipient may disclose Confidential Information, but only that portion of the Confidential Information which Recipient is advised by written opinion of counsel is legally required.

6. Return of Information

In the event that Recipient and Disclosing Party fail to proceed with the Transaction within a reasonable time, or upon the written request of Disclosing Party at any time, Recipient shall promptly return to Disclosing Party all written Confidential Information, and any other written material containing or reflecting any information in the Confidential Information (whether prepared by Disclosing Party, its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other representations whatsoever prepared by Recipient or its employees, agents or representatives based on the information in the Confidential Information shall be destroyed, and such destruction shall be certified in writing to Disclosing Party by an authorized officer supervising such destruction. Notwithstanding any foregoing provision to the contrary, Recipient may, if it so elects, retain one copy of the Confidential Information in the files of its attorney solely for evidentiary purposes (it being understood that any Confidential Information so retained shall be subject to the terms of this Agreement).

7. Solicitation of Employees

Recipient agrees that, without the consent of Disclosing Party, no person to whom Confidential Information has been

furnished or who is otherwise made aware of the Transaction will solicit or cause to be solicited for employment any employee of Disclosing Party, for a period of five years after the date hereof. For purposes of this paragraph, solicitation shall not include solicitation of employees (i) who first solicit employment from Recipient, or (ii) who are solicited (A) by advertising in periodicals of general circulation, or (B) by an employee search firm on Recipient's behalf, so long as Recipient did not direct or encourage such firm to solicit such employee or any other employees of Disclosing Party.

8. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. Recipient may not assign this Agreement without the express prior written consent of Disclosing Party.

9. Waiver

No modification or waiver of any of the provisions hereof, or any representation, promise or addition hereto, or waiver of any breach hereof, will be binding upon either party unless made in writing and signed by the party to be charged thereby. No waiver of any particular breach will be deemed to apply to any other breach, whether prior or subsequent to a waiver.

10. Governing Law

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11. Term

This Agreement shall expire five years after the date hereof.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed.

Client Name:	
Name:	
Title:	
Signature:	
Date:	
I have authority to bind the Corporation.	

SmartSimple Software	
Name:	
Title:	
Signature:	
Date:	
I have authority to bind the Corporation.	