

# Mutual Non-Disclosure and Non-Compete Agreement

Between: *Name* **Infinite IT Solutions Inc.** (Hereinafter referred to as “**Infinite IT**”)  
*Address* 6-6150 Highway 7, Suite 451  
*City/Prov/PC* Vaughan, Ontario, L7C 1E7  
*Country* CANADA

And: (Hereinafter referred to as “**Partner**”)  
*Name* \_\_\_\_\_  
*Address* \_\_\_\_\_  
*City/Prov/PC* \_\_\_\_\_  
*Country* \_\_\_\_\_

This Agreement is made in good faith between Infinite IT Solutions Inc. (“**Infinite IT**”) and (“**Partner**”), referred to as a “**Party**” or collectively as “**Parties**”, for the purposes of **Infinite IT** to further the business relationship between **Infinite IT** and **Partner**. In order to further the business relationship between **Parties**, it is necessary and desirable that each **Party** furnish each other with certain information considered TRADE SECRET, PROPRIETARY AND CONFIDENTIAL material.

Now, therefore, it is agreed as follows:

- 1) Whereas, all **Parties** agree to hold in strict confidence all commercial and trade information exchanged and further, neither **Party** shall act on such information to the detriment of the other. Both **Parties** agree that any opportunity or complimentary business activities derived from the relationship may include, but is not limited to, sales and support of the other **Party**, invoiced to the customer by either **Party**. Any other opportunities that either **Party** brings forth shall be bound by this agreement, as both **Parties** are acting in good faith and in good will.
- 2) Neither **Party** shall communicate such information or material to any third **Party** and shall use its best efforts to prevent inadvertent disclosure of this information to any third **Party**.
- 3) Neither **Party** shall use such information nor circulate it within its own organization except to the extent necessary for negotiations, discussions and consultations with personnel or authorized representatives of either **Party** for any purpose other than each may hereafter authorize in writing. Any such use or circulation shall be made only to employees or agents who have signed nondisclosure agreements substantially similar to this Agreement.
- 4) Neither shall use such information for its own benefit or for the benefit of any other third party.
- 5) Neither **Party** shall communicate with the other **Party**'s customer at any point in time, unless permitted to do so in writing by the **Party** that made the original introduction. Any and all communication that the customer makes shall be sent back to the originating **Party** to respond, unless originating **Party** permits partnering **Party** to do so in writing.
- 6) The confidentiality obligations of each **Party** with respect to the other (the “**Confidant**”) shall terminate when either party can document to reasonable satisfaction that:
  - a) It was in the public domain at the time of communication thereof to the **Confidant**;
  - b) It entered the public domain through no fault of the **Confidant** after the time of communication thereof;
  - c) It was in **Confidant**'s possession free of any obligation of confidence at the time of communication thereof;
  - d) It was independently developed by **Confidant**;
  - e) Its disclosure is required by court or government order and notice has been given of such order.

InfiniteIT	Partner

# Mutual Non-Disclosure and Non-Compete Agreement

- 7) All materials furnished by one party (the “**Informant**”) to the other (the “**Confidant**”) which are designated in writing to be the property of the Informant shall remain the property of the Informant. Such materials, including copies thereof, shall be returned to the Informant promptly at its request or upon termination of this Agreement, whichever is earlier.
- 8) This Agreement shall govern all communications between **Infinite IT** and **Partner** relating to **Infinite IT** and **Partner** and any **Customer** information and materials.
- 9) This agreement shall remain in effect for a minimum of 36 months, and shall automatically renew for an additional 12 months without expiration, unless terminated in writing by either **Party**. This agreement shall remain in full force for an additional 36 months upon cancellation.
- 10) Both Parties agree that all restrictions set forth in this document are reasonable and valid.
- 11) If any word, sentence, provision, statement, section, or content is deemed unenforceable by the Courts of Ontario, the remainder of the agreement shall remain intact.
- 12) This Agreement does not commit either organization to a legal partnership, or any formal alignment whatsoever. The term “Partner” is used solely as a marketing label to identify that the **Parties** may wish to engage with each other to deliver solutions to a third-party for the purposes of independently generating revenue. This Agreement is not intended to forge a legal relationship of any kind, or a legal binding of the corporations what so ever, aside from indicating that the Parties wish to work together in good faith without compromising the other Party as per the terms of this Agreement.
- 13) This agreement has been drafted up in English, and is not available in French. It is agreed upon by both Parties that business will be conducted in English.
- 14) This Agreement may be prepared in one or more identical counterparts, each of which is an original. This Agreement shall be construed in accordance with the laws of the Province of Ontario. The parties agree that a breach of confidentiality obligations by either party shall cause immediate and irreparable monetary damage to the other and shall entitle the injured to seek injunctive relief in addition to all other remedies.

By execution, both **Parties** agree and confirm that the covenants, restrictions and content of this agreement are reasonable and enforceable. Signers certify that signee below is duly authorized to execute this Agreement on behalf of **Infinite IT** and **Partner**.

**Infinite IT Solutions Inc.**

**Partner**

By:

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

InfiniteIT	Partner