



Caledon Card Services  
 A division of Caledon Computer Systems Inc.

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**NON DISCLOSURE AGREEMENT**

AGREEMENT DATED AS OF: \_\_\_\_\_

BETWEEN:

<b>Company Name:</b>	Caledon Card Services A division of Caledon Computer Systems, Inc.  (hereinafter referred to as "CALEDON") of the first part, AND	<b>Company Name:</b>	_____  (hereinafter referred to as 'CLIENT') of the second part
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<b>Address:</b>	P.O. Box 81, 11672 Trafalgar Rd. Georgetown, Ontario L7G 4S4	<b>Address:</b>	_____
<b>Telephone:</b>	905-702-9909	<b>Telephone:</b>	_____
<b>Fax:</b>	905-702-9907	<b>Fax:</b>	_____
<b>Email:</b>	<a href="mailto:sales@caledoncard.com">sales@caledoncard.com</a>	<b>Email:</b>	_____

All manuals, documents, electronic copies of documentation, source, or compiled code provided to CLIENT by CALEDON, and all copies thereof made by CLIENT as permitted herein, shall remain the property of CALEDON, and must be returned to CALEDON, or destroyed, upon termination of Caledon's services for any reason whatsoever. While CALEDON is engaged by CLIENT, CLIENT shall be permitted to make and retain copies of manuals, documents and the like material received from CALEDON solely for CLIENT'S own use.

Each party shall hold in trust and confidence and shall not directly or indirectly divulge or disclose or otherwise make available to any third party any information concerning the affairs of the other party, or any information to which such party may have access to by virtue of the implementation of this Agreement or otherwise which may be communicated to such party at any time (the "confidential information"), except as required to carry out the terms of the Agreement or as required by law. Without limiting the generality of the foregoing, each party shall exercise the same degree of care in maintaining the confidentiality of the confidential information as it exercises with respect to its own confidential information.

\_\_\_\_\_  
 (Please Initial)

Each party will only disclose confidential information to its employees or subcontractors on a 'need to know' basis. In any event, prior to disclosing confidential information to a subcontractor, CLIENT shall obtain the subcontractor's agreement in writing to be bound by this section 2. Neither party shall have any obligations with respect to any confidential information which was known to and fully documented by the recipient prior to its disclosure to the recipient by the other party.

This Agreement shall survive any or all other previous or subsequent agreements entered into between the two parties with the exception of a new Agreement specific to Non-Disclosure.

The parties have, by the signatures below, executed this Agreement.

Signing Authority: (Please Print)		Signature:	
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Position:		Date:	
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CALEDON CARD SERVICES,  
A division of Caledon Computer Systems Inc.

Signing Authority	
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Date:	
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\_\_\_\_\_  
(Please Initial)