



Client Member NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is completed and effective on: _____

BETWEEN: _____ (the "Member"), For and on behalf of the business:

Business Name _____

Address: _____

AND: **ECTA RESEARCH AND ACTION OF CANADA** (the "Company"), a company organized and existing under the laws of the Alberta Canada of ALBERTA CANADA with its head office located at:

394, 918 16TH AVE N.W.
CALGARY AB T2M 0K3

WHEREAS, Member has been or will be engaged in the participation of compliance standards with the Company's ISE System (the "System"); and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Member and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. PROPRIETARY INFORMATION

Member acknowledges that the System, the source code, object code and all System documentation relating thereto ("Proprietary Information") are confidential and proprietary to the Company; and Member agrees to use reasonable care (the same being not less than that employed to protect Members own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

2. NON-DISCLOSURE

Member shall disclose or give access to Proprietary Information only to such Members employees, agents or contractors ("Members Personnel") having a need-to-know in connection with Members engagement and for use in connection therewith. Member will advise Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.



3. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original. Copies or reproductions of Proprietary information must be authorized in writing by the Company.

4. TERMINATION

Member shall, upon termination of Members engagement with respect to the System, or upon demand, whichever is earliest, return any and all Proprietary Information (including any copies or reproductions thereof in its possession or control.

5. UNAUTHORIZED USE

Member shall promptly advise Company in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Members Personnel or former Personnel.

6. WORK PRODUCT

Member shall have no proprietary interest in the work product developed by the Company during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

7. INJUNCTIVE RELIEF

Member acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

8. COMPLIANCE WITH LAW

The Member agrees to abide by all federal, provincial, and local laws, ordinances and regulations of the province of Alberta Canada of ALBERTA, CANADA.



Electronic Cigarette Trade Association of Canada

The Industry Standard of Excellence

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

MEMBER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

