



Non-Disclosure Agreement (NDA) for

**Successiory E.A.S.Y. Social Media Services
Social Media Strategy or Consulting**

provided by
Successiory (Inc)
to

Client: _____

dated

Date: _____

Welcome, **Client:** _____! This **non-disclosure agreement (NDA)** protects both you and **Successiory (Inc)** prior to, during and after any engagement for the **foreseeable future**, and includes any and all conversations, materials, etcetera, that occur hereafter.

Both **Client** and **Successiory (Inc)** must sign and date this **non-disclosure agreement (NDA)**.

Successiory (Inc) Non-Disclosure Agreement (NDA)

This **non-disclosure agreement (NDA)** will be honoured by the **consultant, Successiory**, and the client, **<Client>**. This will be binding for all future business between these parties, but the following establishes that the agreement is between: **Successiory** and **<Client>**.

1.0 Background

Signing parties recognize and acknowledge that they will have access to a variety of business intelligence, proprietary information and property related to each other's business, as well as each other's clients and client's details. **Signing parties** agree that this NDA protects each party's business interests and that the terms this contract are fair and reasonable.

2.0 Non-Disclosure

Signing parties recognize the importance of proprietary and confidential information to each other's business. **Signing parties** further acknowledge that they will have access to such information and shall maintain and protect the confidentiality of such information as far as legally possible. This information shall remain the exclusive property of each respective party.

No right, title or interest shall be conveyed to either party by release of such information to each other. **Each party** therefore agrees that it will not, during or after the term of this contract use, disclose or disseminate any of each other's confidential or proprietary information. This also includes proprietary and confidential information of each party's clients. For purposes of this agreement, "**proprietary and confidential information**" includes, without limitation:

1. Any and all information pertaining to either party's current or former strategic partners, employees, contractors or other agents, including names, addresses, telephone numbers, compensation history, resumes, and job skill and/or work experience information.
2. Any and all information pertaining to either party's current or former clients, including, but not limited to, client lists and/or profiles, contact persons, addresses and phone numbers, the history of doing business with either party, and/or ongoing or recurring needs
3. Any and all of either party's documents, data, materials, storage units such as CDs, USB sticks, books, records, financial statements, databases, works-in-progress, pricing strategies
4. Additionally, **signing parties** may designate certain items not included above as Confidential Information by stamping or otherwise marking it with the term "CONFIDENTIAL".

Each party agrees that all information disclosed to the other, other than public information or that obtained independently, is deemed confidential under the terms of this NDA, and that the burden of proof otherwise lies with the receiver. Proprietary and confidential information will, remain the exclusive property of the respective party or the party's client, where applicable.

Each party agrees that it has no proprietary or other right in such information of the other.

Each party further agrees that all property and tangible media, confidential or not, containing confidential and/or proprietary information, together with all copies, summaries and abstracts of such documents, shall be accounted for and returned to the other upon demand.

Neither party shall directly or indirectly disclose or display or make known to outside parties the nature and subject matter of the discussions between the parties and its clients. Any materials provided by either party, or its clients, shall remain in strict secrecy, including all information and materials pertaining to the party’s discussions.

3.0 No Other Agreements

Each party represents that it has no agreements with or obligations to any third party that would be violated by the signing of this NDA. This agreement constitutes the understanding of the signing parties with respect to the matters set forth herein and all prior agreements or understandings are hereby replaced and superseded.

4.0 Enforcement

Signing parties specifically agrees to indemnify and save harmless the source party from costs, losses or expenses as a result of any breach.

5.0 Governing Law and Interpretation

This non-disclosure agreement (NDA) shall be governed by the laws of Ontario and the laws of Canada as applicable herein. All disputes shall be subject to the courts of the Province of Ontario and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts to finally adjudicate and determine any suit, action, or proceeding in connection with this NDA.

NDA Signatures and Witnesses

The undersigned parties agree to the terms of this non-disclosure agreement (NDA).

Name (Client Signing Officer)

Signature (Client Signing Officer)

Date signed (Client Signing Officer)

CRYSTAL-MARIE SEALY (President)

Name (Successiory, Signing Officer)

Crystal-Marie Sealy

Signature (Successiory, Signing Officer)

March 12, 2015

Date signed (Successiory, Signing Officer)

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| Signatories Initials: Successiory: <u>CS</u> Client: _____ |
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