



NON-DISCLOSURE AGREEMENT

TO: Spark Angel Investment Network. (the "Spark Angels")

IN CONSIDERATION of the Spark Angels allowing the undersigned to attend Spark Angels Investment Meetings strictly for informational and educational purposes, the undersigned acknowledges and agrees as follows:

1. The undersigned acknowledges that the disclosure of any Confidential Information would be highly detrimental to the interests of the Spark Angels and the interests of the companies that are presenting at the investment meetings.
2. It is agreed that the Confidential Information will not be used by the undersigned or disclosed to others either directly or indirectly, in any manner whatsoever without the Spark Angels prior consent. No license under any of the Spark Angels copyright, patent rights or other proprietary interest is specifically or implicitly granted hereby. The undersigned will not copy or reproduce any Confidential Information without the Spark Angels prior consent.
3. The foregoing obligation shall be continuing and bind the undersigned without limitation until such time as the Confidential Information (i) becomes public through no fault or act of the undersigned, (ii) is furnished by the Spark Angels to others without restriction on disclosure, (iii) is hereafter furnished to the undersigned by a third party as a matter of right and without restriction on disclosure or (iv) is required to be disclosed in accordance with a judicial or other governmental order, provided that the undersigned shall give the Spark Angels reasonable notice prior to such disclosure to obtain a protective order in respect of such disclosure.
4. The foregoing shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein and the undersigned submits to the courts of the Province of Ontario.
5. If any provision of this Agreement shall be prohibited or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
6. Any failure of the Spark Angels to require strict performance by the undersigned with the terms hereof, or any written waiver by the Spark Angels of any provision hereof, shall not constitute consent or waiver of any other provision hereof.

DATED this _____ day of _____, 201__.

By: _____
Name:

Signature: _____

Where applicable:

Title: _____

Company: _____

I have authority to bind the Company