

NON-DISCLOSURE AGREEMENT

This agreement dated theDay of, 200

BETWEEN JUST DIAL COMMUNICATIONS INC.

(Hereinafter called “JD”)

AND

.....

(Hereinafter called “Reseller”)

WHEREAS:

JD will be disclosing to the Reseller certain of its proprietary information (“Confidential Information”) and that JD desires to maintain the confidentiality of the Confidential Information.

THEREFORE:

In consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

- Confidential Information shall include. But not be limited to: business, technical, computer hardware and software, marketing, financial information.
- Confidential Information shall include all JD’s Confidential Information, whether provided on paper, computer media or any other format.
- Reseller shall protect Confidential Information to prevent unauthorized use, dissemination and/or publication by the Reseller; its principals, employees, agents and/or subcontractors.
- Confidential Information shall only be used by the Reseller to complete work assignments as designated by JD.
- Reseller agrees to require any employee or agent or sub-contractor to sign a non-disclosure agreement prior to releasing the Confidential Information to that person.
- Reseller agrees to take all reasonable precautions required to safeguard all confidential information of JD and not to release the Confidential Information to any person, except to those persons hired by the Resellers, who require the Confidential Information for the purposes of fulfilling work assignments designated by JD.
- All Confidential Information shall remain the property of JD and any Confidential Information shall be returned to JD immediately upon request.
- This agreement constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous oral and /or written agreements or understandings between the parties on such subject matter.
- This agreement shall not be modified or amended, except by an instrument in writing, signed by the parties hereto.
- This agreement shall ensure for 2 years from the date of last provision of confidential Information to the Reseller or until such time as the Confidential Information becomes generally available to the public.
- This agreement shall be governed by, and construed in accordance with, the laws of the province of British Columbia.
- Reseller has no obligation of confidentiality with respect to information that Reseller:
 - Already possesses without obligation of confidentiality;
 - Develop independently; or,
 - rightfully receive without obligation of confidentiality from another.

No obligation of confidentiality applies to any Confidential Information that is, or becomes publicly available without breach of this agreement.

Hereby the Reseller agrees that any and all claims that may arise through a third party from any of the Reseller's activities will be dealt with by the Reseller. JD shall not be held liable for any claims arising from the Reseller's activities. Moreover the Reseller agrees to forfeit all of its rights and privileges as a JD reseller until such time that all such claims are dealt with completely and to JD's satisfaction.

The reseller understands that the use of JD's facilities, name, and all of its assets such as the E-commerce site and payment processing procedures, sales and marketing material and all of its trade marks is a privilege extended to the Reseller by JD and JD shall remain the sole owner of such assets.

JD reserves the right to nullify any and all parts of this contract or make amendments to it as deemed necessary by notifying the Reseller in writing.

A one-time \$25 set up fee applies. Setup fee is non-refundable.

In the event that the Reseller's performance does not reach or exceed or remain above JD's expectations, JD shall have the right to cancel this business relationship. Another Reseller chosen by JD shall service all of Reseller's clients.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date and year first written above.

JUST DIAL COMMUNICATIONS INC.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

RESELLER,

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

RESELLER APPLICATION FORM

Legal Business Name:

Other Trade Names (DBA):

Billing Address:

City/Town:

Contact Name: Title:

Primary Telephone Number:

Telephone-2:

Fax:

Email:

Website:

Accts. Pay. Name:

Accts. Pay. Number:

Estimated Credit (Total for All Products):

BUSINESS INFORMATION:

Corporation Partnership Sole Proprietor

PST/GST Exempt: Yes No PST Exempt #:
 GST Exempt #:

PERSONAL INFORMATION:

Mandatory for Partnership or Sole Proprietor

Name: Date of Birth (M \ D \ Y):

Product Summary:

JUST DIAL DCALL (Y / N)
 JUST DIAL IDCALLER (Y / N)
 JUST DIAL BROADBAND (Y / N)

Signature: _____ Date: _____

Print Name: _____

