



This Non-Disclosure Agreement is between _____ (herein referred to as "THE CLIENT") and *Nortek Computers Limited*, Ontario corporation, herein referred to as "Nortek", who desire to investigate the possibility of a business arrangement relating to the recovery of data for THE CLIENT. Nortek wishes to receive this recorded data (hard disk, removable media, solid state device, electronically transferred file etc.) for the purpose of (1) preparing and submitting a quotation for THE CLIENT concerning the cost of recovering the data on behalf of THE CLIENT. The Parties listed above hereby agree to the following terms as they relate to the disclosure of information considered proprietary by THE CLIENT. THE CLIENT shall submit recorded data to Nortek for the sole purpose of having data restored to THE CLIENT.

At no time from the date of this agreement shall Nortek directly or indirectly disclose, sell or give any information it receives from THE CLIENT to any person, firm, or corporation, or use the information for its own benefit, except for the purpose described above, without the express written consent of THE CLIENT.

This Agreement shall not apply to Nortek's information or materials which (a) have been or subsequently are, through no fault of THE CLIENT, disclosed in a publicly available source; (b) are now in the rightful possession of Nortek free of any obligation of confidentiality; (c) have been or subsequently are rightfully disclosed to Nortek by any third party free of any obligation of confidentiality; (d) are independently developed by Nortek without reference to, or misuse of, information or materials provided by THE CLIENT; or (e) Nortek is required to disclose to the extent required by any regulatory authority, court of competent jurisdiction acting in pursuance of its powers, or government agency lawfully requesting the same. With regard to subparagraph (d), THE CLIENT shall have the burden of proving by a standard as established by a court of competent jurisdiction evidence that such development was not made independently without reference to, or misuse of, THE CLIENT'S information or materials.

Should any dispute arise from or relate to matters covered by this Agreement, the parties agree first to attempt to resolve the matter in confidential, private meetings between the parties. If this fails to produce a mutually satisfactory resolution, the parties shall, as an alternative to litigation, enter into legally binding arbitration. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of the matters covered by this Agreement and expressly waive their right to file a law suit or claim against one another for such disputes, except to enforce arbitration decision or the provisions of this paragraph.

All CLIENT data is subjected to the terms of this agreement unless otherwise documented.

Nortek - Signature: _____ Date: _____

Nortek Title: _____

Client - Signature: _____ Date: _____

Client Title: _____

