

Non-Disclosure Agreement (NDA)

Effective Date: The date when this form was completed and received.

Parties:

- **Disclosing Party:** DNPost Brokerage
- **Recipient:** The individual or entity named in this form and/or the person operating the provided email address, and/or any party or organization associated with the submission of this form, inquiring about the purchase of a domain name.

Purpose: This Agreement facilitates the exchange of confidential information between the Parties for the purpose of exploring a potential business transaction.

Agreement Terms:

- **Confidential Information:** The Disclosing Party may share non-public information related to its business and/or a Domain Name including, but not limited to, financial data, business ideas, plans, and proprietary information (collectively, "Confidential Information"). Any information shared by the Disclosing Party for the Purpose is considered Confidential Information.
- **Confidentiality Obligation:** The Recipient agrees to maintain the Confidential Information's confidentiality, using the same level of care as it does for its own confidential information. The Recipient may only disclose Confidential Information to authorized Representatives who have a

legitimate need to know and who are bound by similar confidentiality obligations. The Recipient is responsible for enforcing these obligations.

- **Exceptions to Confidential Information:** The confidentiality obligations do not apply to information that the Recipient already knows, becomes public knowledge through no fault of the Recipient, is received from a third party not bound by confidentiality, is independently developed by the Recipient, or is required to be disclosed by law (with prior notice to the Disclosing Party).
- **Ownership of Confidential Information:** All Confidential Information remains the exclusive property of the Disclosing Party. The Recipient may not use the Confidential Information or the Disclosing Party's intellectual property without written consent. After the Purpose is complete, the Recipient will return or destroy Confidential Information.
- **No Disclosure of Negotiations:** Neither Party will disclose discussions or negotiations related to this Agreement or the Purpose without the other Party's prior written consent.
- **Notification of Breach:** The Recipient must promptly notify the Disclosing Party of any breach of this Agreement and cooperate to prevent further unauthorized disclosure.
- **Right to Injunction:** The Disclosing Party may seek injunctive relief in the event of a breach.
- **No Obligation to Consummate a Transaction:** This Agreement does not create an obligation for either Party to

complete a transaction related to the Purpose unless a separate Definitive Agreement is executed.

- **No Right to Assign:** Neither Party may assign this Agreement without the other Party's consent.
- **Miscellaneous:** This Agreement represents the entire understanding between the Parties and may only be modified in writing. If any provision is deemed unenforceable, it will be severed without affecting the rest of the Agreement. All notices must be in writing.
- **Governing Law and Jurisdiction:** This Agreement is governed by the laws of the Province of Ontario and federal laws of Canada. Any disputes will be resolved through arbitration.
- **Counterparts and Electronic Transmission:** This Agreement may be executed in counterparts, and electronic transmission is considered equivalent to a manually executed original.