NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of _____ (Date), by and between:

_____Dan Hinton_____ an individual residing in the Province of Ontario, Canada, who is the creator and developer of a project currently operating under the name "Signal Haven" (associated with the web address signalhavenconnect.ca) (hereinafter referred to as the "Disclosing Party"),

AND

_____ (Recipient's Full Legal Name or Company Name), an individual/company residing/located at:

Street Address:
_____

City, Province, Postal Code:
_____

(hereinafter referred to as the "Receiving Party").

1. PURPOSE
The Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party for the sole purpose of evaluating, discussing, or facilitating the development, design, or business planning of a social services application and related venture, including the digital platform located at signalhavenconnect.ca (the "Project"). This is the only permitted use of the information (the "Purpose").

2. DEFINITION OF CONFIDENTIAL INFORMATION
"Confidential Information" means any and all non-public information, whether disclosed orally, in writing, electronically, or by inspection, relating to the Project. This includes, but is not limited to:
- App concepts, wireframes, designs, user interfaces, and the underlying code or architecture for signalhavenconnect.ca.
- Technical architectures, including but not limited to geolocation integration, data scraping methodologies, and real-time voice interaction features.
- Business models, target demographics (e.g., individuals on social assistance), monetization strategies, and government engagement plans.
- Any notes, analyses, or materials prepared by the Receiving Party that contain or are based on the Disclosing Party’s information.

3. OBLIGATIONS OF THE RECEIVING PARTY
The Receiving Party agrees to:
a) Hold all Confidential Information in strict confidence and take all reasonable precautions to protect it (at least as stringent as those taken to protect their own confidential information).

b) Not disclose, publish, or disseminate the Confidential Information to any third party without the prior written consent of the Disclosing Party.
c) Not use the Confidential Information for any purpose other than the Purpose stated above, including but not limited to developing a competing product or service.
d) Not reverse engineer, decompile, or disassemble any software, code, or prototypes provided by the Disclosing Party.

4. EXCLUSIONS
Confidential Information does not include information that:
a) Is or becomes publicly known through no fault or breach of the Receiving Party.
b) Was rightfully in the Receiving Party's possession before receipt from the Disclosing Party.
c) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
d) Is required to be disclosed by law or court order, provided the Receiving Party gives the Disclosing Party prompt written notice to allow them to seek a protective order.

5. RETURN OR DESTRUCTION OF MATERIALS
Upon the Disclosing Party's written request, or upon termination of discussions, the Receiving Party shall immediately return or securely destroy all copies of the Confidential Information and certify in writing that such destruction has occurred.

6. OWNERSHIP AND ASSIGNMENT
All Confidential Information remains the sole and exclusive property of the Disclosing Party. The Disclosing Party reserves the right to assign this Agreement and all associated rights to a formally registered corporate entity (e.g., Signal Haven Community Services) in the future, without requiring further consent from the Receiving Party.

7. TERM
The obligations of confidentiality under this Agreement shall survive for a period of five (5) years from the date of disclosure. For any information constituting a trade secret under applicable law, the obligations shall continue indefinitely for as long as the information remains a trade secret.

8. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Both parties submit to the exclusive jurisdiction of the courts located in Ontario.

9. ENTIRE AGREEMENT
This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior discussions. It may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY

Signature: 

Printed Name: Dan Hinton

Date: _____

RECEIVING PARTY

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____