

TRACKER SOFTWARE PRODUCTS (CANADA) LTD NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between TRACKER SOFTWARE PRODUCTS (CANADA) LTD, a British Columbia, Canada corporation ("Tracker Software Products (Canada) Ltd"), and _____ ("Recipient").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions.

(a) "Confidential Information" means non-public information that Tracker Software Products (Canada) Ltd designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by Recipient.

"Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Tracker Software Products (Canada) Ltd software or hardware products, the marketing or promotion of any Tracker Software Products (Canada) Ltd product, Tracker's business policies or practices, and information received from others that Tracker is obligated to treat as confidential. Except as otherwise indicated in this Agreement, "Tracker" also includes all Affiliates of Tracker and, except as otherwise indicated, the term "Recipient" also includes all Affiliates of the Recipient. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.

(b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Recipient's breach of any obligation owed to Tracker; (ii) became known to Recipient prior to Tracker's disclosure of such information to Recipient pursuant to the terms of this Agreement; (iii) became known to Recipient from a source other than Tracker other than by the breach of an obligation of confidentiality owed to Tracker; (iv) is independently developed by Recipient; or (v) constitutes Feedback (as defined in Section 5).

2. Obligations Regarding Confidential Information

(a) Recipient shall:

(i) Refrain from disclosing any Confidential Information to third parties for five (5) years following the date that Tracker first discloses such Confidential Information to Recipient, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;

(ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information;

(iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information except in pursuance of Recipient's business relationship with Tracker, and only as otherwise provided hereunder; and

(iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Tracker to Recipient under the terms of this Agreement, except as expressly permitted by applicable law.

(b) Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either (i) gives the undersigned Tracker representative reasonable notice prior to such disclosure to allow Tracker a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, Recipient shall not disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).

(c) The undersigned Recipient may only disclose Confidential Information to its employees and consultants, and to the undersigned Recipient's Affiliates and their employees and consultants, on a need-to-know basis. Prior to the time that any confidential information is shared with its employees or consultants, or the undersigned Recipient's

Affiliates or their employees or consultants, the undersigned Recipient shall have entered into appropriate written agreements sufficient to enable Tracker and/or the undersigned Recipient to enforce all of the provisions of this Agreement against such Affiliates, employees and consultants. (d) Recipient shall notify the undersigned Tracker representative immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, and will cooperate with Tracker in every reasonable way to help Tracker regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) Recipient shall, at Tracker's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or at Tracker's option, certify destruction of the same.

(f) Recipient is not engaged in any software development that could be considered competition to any Tracker product and is not employed directly or indirectly or closely related by way of birth or marriage (to the best of recipients knowledge) to any party that is directly or indirectly involved in any competing activity or employment to Tracker and specifically the creation, modification, printing and viewing of Portable Document Format (PDF) files – unless said activity is specifically and only as a client of Trackers own product range intended for this purpose.

3. Remedies

Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Tracker shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a) All Confidential Information is and shall remain the property of Tracker. By disclosing Confidential Information to Recipient, Tracker does not grant any express or implied right to Recipient to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Tracker reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.

(b) In the event that Tracker provides any computer software and/or hardware to Recipient as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only be used by the Recipient for evaluation and providing Feedback (as defined in Section 5 of this Agreement) to Tracker. Unless otherwise agreed by Tracker and the Recipient, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and Recipient agrees that neither Tracker nor its suppliers shall be liable for any damages whatsoever arising from or relating to Recipient's use or inability to use such software and/or hardware.

(c) The parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Tracker products, please contact sales@tracker-software.com

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Tracker, the Recipient, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Tracker and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(e) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the Province of British Columbia, Canada, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in British Columbia, Canada, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Court of British Columbia, Canada. Recipient waives all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

(f) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Recipient may not assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of Tracker. Any purported assignment in violation of this Section shall be void.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(h) Tracker may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the Recipient. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

5. Suggestions and Feedback

The Recipient may from time to time provide suggestions, comments or other feedback ("Feedback") to Tracker with respect to the Confidential Information provided by Tracker. Recipient agrees that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Recipient, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Tracker. Recipient will not give Feedback that is subject to license terms that seek to require any Tracker product, technology, service or documentation incorporating or derived from such Feedback, or any Tracker intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Tracker shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

You must be an existing licensee of one for the following products: PDF-XChange Viewer PRO, PDF-Tools or PDF-XChange PRO with current and valid maintenance to receive PDF-XChange Viewer/Editor Version 3 release Beta – if you do not have one of the above products with maintenance we regret the Beta release cannot be provided to you, please provide the details of your existing product below.

Product Name: _____

Serial Number _____

Accepted for and on Behalf of Licensor

Accepted for and on Behalf of Licensee

Tracker Software products (Canada) Ltd

Company Name _____

Name _____

Name _____

Tel/Fax: 001-250-324-1621/001-250-324-1623

Tel/Fax: _____

Email: sales@tracker-software.com

*Email : _____

Position _____

Position _____

P.O. Box 79, 9622 Chemainus Road, Chemainus, BC. V0R 1K0. Canada

Address _____

Authorised Signatory : _____

Authorised Signatory : _____

Date : _____

Date : _____