



CounterPath Corporation
 Suite 300, One Bentall Centre
 505 Burrard Street, Vancouver
 British Columbia, Canada V7X1M3
 Tel. (+1) 604.320.3344
 Fax. (+1) 801.640.0011

MUTUAL NON-DISCLOSURE AGREEMENT between **COUNTERPATH CORPORATION** ("CPC") and _____ ("ENTITY")

Whereas for the sole purpose of exploring the possibility of a business relationship between CPC and ENTITY (the "**Purpose**"), either party ("**Discloser**") may disclose to the other ("**Recipient**") confidential information ("**Confidential Information**"). "Confidential Information" may include information relating to any subject matter including, without limitation: business plans or opportunities, financial data, rates, lists of existing customers, lists of prospective customers, trade secrets, technical information, computer software, and documents in any form.

"Confidential Information" includes written and verbal communications regarding this Agreement and possible future agreements between the parties. "Confidential Information" does not include: information that is in the public domain other than through a breach of this Agreement; information that is lawfully obtained by Recipient from a third party without a breach of this Agreement or other obligation of confidentiality; or information that is developed by or for Recipient independently of any Confidential Information received under this Agreement.

Therefore the parties agree as follows: Each party is interested in receiving only Confidential Information of certain kinds from the other. Discloser shall provide to Recipient only Confidential Information that is of a particular description that: Recipient has requested; or Discloser has offered to Recipient and Recipient has agreed to receive (collectively "**Authorized Information**"). Recipient shall have no obligation to Discloser in relation to any Confidential Information that is not Authorized Information. If Discloser provides Authorized Information to Recipient then, in respect of that Authorized Information:

1. The Authorized Information, and any rights, title and interest thereto, shall remain the sole and exclusive property of Discloser.
2. Recipient shall not, directly or indirectly: use or reproduce the Authorized Information except as required for the Purpose.
3. Recipient shall not disclose or describe any Authorized Information in any application for a patent, copyright registration or other intellectual property right.
4. Recipient shall protect the confidentiality of the Authorized Information with at least the same diligence and care with which it protects the confidentiality of its own information of a similar nature and shall take at least all reasonable precautions to protect the confidentiality of the Authorized Information.
5. Recipient shall not, directly or indirectly or allow anyone to access the Authorized Information except its employees, officers, or directors who require the Authorized Information for the Purpose and have agreed to respect the terms of this Agreement. Recipient shall be liable for any breach of its obligations caused by the actions or omissions of any person or entity to whom it has disclosed the Authorized Information or any of it.
6. Recipient shall promptly notify Discloser if it learns that Authorized Information has been disclosed contrary to this Agreement.
7. Upon request, each party shall promptly return to the other or destroy all Authorized Information received from the other party and all copies thereof - except that either party may retain one sealed archival copy of any Authorized Information received from the other party. Recipient may provide the sealed archival copy to Recipient's legal counsel in confidence for the purpose of obtaining legal advice regarding Recipient's obligations under this Agreement or for conducting any legal action relating to or arising from this Agreement. The sealed archival copy shall not accessed or used for any other purpose.
8. Recipient shall not be liable for disclosure of Authorized Information that Recipient discloses:
 - (a) according to Discloser's prior written approval for disclosure of that Authorized Information; or,
 - (b) as required by law in connection with a court or regulatory proceeding -- provided that, where possible, Recipient shall immediately notify Discloser of any such requirement in time to permit Discloser to seek a protective order or exemption from such requirement, prior to any such disclosure.

The parties agree to the following general terms:

9. This Agreement shall remain in effect for three (3) years from the date of execution unless terminated earlier by either party by giving thirty (30) days written notice to the other party.
10. The obligations set out in this Agreement with respect to trade secrets shall remain in effect for so long as such information continues to constitute a trade secret under applicable law, and for a period of three (3) years with respect to all other Confidential Information.
11. This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia, Canada. Any proceedings relating to this Agreement shall be conducted in the English language.
12. If any provision or any part of any provision of this Agreement is held to be unenforceable, invalid, or illegal, then it shall be severable and deemed to be deleted and the remaining provisions shall remain valid and binding.
13. This Agreement shall be effective when duly signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTERPATH CORPORATION

ENTITY

Full Name and Title

Full Name and Title

Signature

Signature

Date

Telephone Fax

Email

Date