

Non-Disclosure and Confidentiality Agreement (the "Agreement")

The terms and conditions of this Agreement govern the access to, and use of, certain confidential and proprietary information of Alberta Innovates – Technology Futures ("AITF"), including the Laser Inertial Fusion Energy for Oil Sands and Electric Power Production Report, December 2012, available at or through AITF's website (the "Confidential Information"). Please read the following Agreement carefully before accessing or using AITF's Confidential Information, and be aware that by accessing or using AITF's Confidential Information you agree to become bound by the terms and conditions of this Agreement.

The Confidential Information is provided "AS IS", and AITF disclaims all warranties of any kind, express or implied, relating thereto. AITF makes no warranty that access to the Confidential Information will be error free, continuous or uninterrupted, and any download or copy of the Confidential Information is done at the Receiving Party's own discretion and risk.

WHEREAS, _____ [NAME OF COMPANY IN FULL],
of the City of _____ in the Province of _____ (the "Receiving Party"), desires to access

CONFIDENTIAL INFORMATION

1.1 Confidentiality Obligations. The Receiving Party recognizes that the AITF's Confidential Information is highly valuable and proprietary and AITF is permitting access to and the use of its Confidential Information for the limited purpose outlined in this Agreement.

1.2 Without the prior written consent of AITF, the Receiving Party agrees:

1.2.1 to maintain the Confidential Information in the strictest confidence and shall not disclose it in any manner, in whole or in part, directly or indirectly, except as permitted by AITF or as required by law;

1.2.2 not to modify or reproduce the Confidential Information received from AITF in any form or to render the Confidential Information capable of reproduction; and

1.2.3 to make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone, other than as permitted by AITF.

1.3 The Receiving Party shall disclose any Confidential Information to any person, including employees, agents, consultants or subcontractors, without prior written confirmation that such person is subject to substantially the same confidentiality obligations as the Receiving Party. The Receiving Party will be liable for any breach of such obligations by any such persons.

1.4 AITF may request, at any time, that its Confidential Information be promptly returned to AITF, together with any copies or extracts thereof, and any other documents, hard or electric, that reflect such Confidential Information shall be promptly destroyed.

1.5 The confidentiality obligations in this Agreement shall continue for so long as the Confidential Information is or remains confidential.

1.6 All Confidential Information of AITF is and remains the sole and exclusive property of AITF. Nothing in this Agreement shall be construed as granting the Receiving Party or any other third party any ownership interest in; any license under intellectual property rights of AITF; or any other rights in respect of such Confidential Information, other than those specifically set out herein.

1.7 The obligations outlined in this Agreement shall not apply to information that:

1.7.1 Is previously known to the Receiving Party, as shown by written documentation;

1.7.2 Becomes publicly known through no wrongful act of the Receiving Party;

1.7.3 Has been rightfully received by the Receiving Party from a third party authorized to make such disclosure without restriction;

1.7.4 Has been independently developed by the Receiving Party without reference or reliance upon any Confidential Information of AITF; or

1.7.5 Has been approved for disclosure by written authorization of AITF.

2. **GENERAL**

2.1 **Governing Law.** This Agreement will be construed, interpreted and applied in accordance with the laws of Alberta and the federal laws of Canada applicable therein, excluding its body of law controlling conflicts of law.

2.2 **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties. No modification to this Agreement shall be effective unless in writing by both parties.

2.3 **Further Assurances.** The Receiving Party agrees to execute, acknowledge and deliver such further instructions, and to do all such other acts requested by AITF, as may be necessary or appropriate in order to carry out this Agreement.

IN WITNESS THEREOF the parties have caused this Agreement to be signed by their authorized representatives, effective the date set forth above.

**ALBERTA INNOVATES –
TECHNOLOGY FUTURES**

Date: _____

Per: _____
Signature

Name of authorized officer

[NAME OF RECIPIENT]

Date: _____

Per: _____
Signature

Witness

Name of authorized officer