

WORLD BID CORPORATION

1110 – 1175 Douglas Street, Victoria, British Columbia, Canada, V8W 2E1
Tel (250) 475-2248, Fax (250) 475-2281

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the “Agreement”) is entered into as of _____, 2000 by and between Worldbid Corporation, a Nevada Corporation (the “Company”), and _____, a _____ (the “Recipient”).

1. Purpose. This Agreement is intended to prevent Recipient from disclosing the Confidential Information as herein provided or from using the Confidential Information for purposes other than deciding whether to engage in, or engaging in, some specific relationship with the Company (the “Permitted Purpose”).

2. Definition. “Confidential Information” means any information, data, or know-how, including, without limitation, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes, procedures, techniques, methods, designs, customer and vendor lists, prospect lists, finances of the Company and any other information that the Company considers and treats as confidential, which is obtained directly or indirectly from the Company in any form, including without limitation, documentary, tangible, oral, visual or electronic. The amount and type of Confidential Information to be disclosed is completely within the sole discretion of the Company. Confidential Information does not include information, technical data or know-how which (i) at the time of disclosure, is available to the general public, (ii) at a later date, becomes available to the general public through no fault of Recipient and then only after such later date, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to the Company, (iv) as shown by proper documentation, is known to Recipient at the time of disclosure, (v) as shown by proper documentation, is developed independently by Recipient, or (vi) is approved for disclosure by prior written permission of a corporate officer of the Company.

3. Nondisclosure and Non-Use of Confidential Information.

(a) Recipient agrees not to disclose the Confidential Information to third parties or to any of Recipient’s employees except employees who are required to have the Confidential Information in order to further the Permitted Purpose and have been apprised of the confidential nature of the Confidential Information. Recipient agrees that it will follow the same internal security procedures and exercise the same degree of care regarding the secrecy and confidentiality of the Confidential Information as similar information of Recipient is treated by Recipient or within Recipient’s organization, but Recipient agrees that it will take no less than all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized

persons. Recipient agrees to notify the Company in writing of any misuse or misappropriation of such Confidential Information which may come to its attention. If Recipient is required by a government body or court of competent jurisdiction to disclose any Confidential Information, Recipient agrees to give the Company reasonable advance notice so that the Company may contest the disclosure or seek a protective order. The Confidential Information shall remain the property of the Company.

(b) Recipient further agrees not to use the Confidential Information provided to it by the Company for any purposes other than the Permitted Purpose.

(c) Recipient acknowledges that neither the Company nor any of its directors, officers, agents or employees shall be liable for errors, omissions or inaccuracies of any kind in the Confidential Information and Recipient shall be responsible for verifying the accuracy and correctness of the Confidential Information. Recipient acknowledges that no warranty of any kind is given regarding the Confidential Information, the same being “as is, where is” and with all faults, and any applicable warranties of merchantability and fitness for a specific purpose are excluded. The foregoing in no way modifies the retention by the Company of all right, title and interest in the Confidential Information.

(d) Recipient agrees to indemnify the Company for damages arising from any breach of the terms of this Agreement by Recipient, its present or future employees, agents or advisors, including, without limitation, unauthorized use of the Confidential Information or disclosure of the Confidential Information by Recipient, its present or future employees, agents or advisors. In addition to any and all remedies available to the Company, at law or inequity, respecting a breach hereof, Recipient agrees to take all reasonable measures, including, but not limited to, court proceedings at its own expense, to restrain current or future employees, agent or advisors from unauthorized use or disclosure of the Confidential Information.

4. Return of Materials. Any materials or documents which have been furnished to Recipient by the Company shall be promptly returned, accompanied by all copies of such documentation, within five (5) days after receipt by Recipient of a written notice from the Company requesting the return of the Confidential Information.

5. Continuing Nondisclosure and Confidentiality Obligation. Whether or not Recipient decides to engage with or enter into an agreement with the Company, the covenants pertaining to confidentiality, nondisclosure and non-use in this Agreement shall nevertheless remain in full force, unless and until the Company specifically agrees in writing to

Initials: Worldbid _____ Recipient: _____

release all or part of the Confidential Information from the confidential restrictions imposed by this Agreement.

6. No Other Obligations. This Agreement imposes no obligation on either party to disclose Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, service or products or to enter into any other agreements. No party acquires intellectual property rights under this Agreement.

7. Miscellaneous.

(a) Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein, without giving effect to any choice of law rule that would result in the application of the laws of any other jurisdiction. The courts within the City of Victoria in the Province of British Columbia shall be the exclusive venue and shall have the exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Recipient hereby agrees to accept service of process by Canadian certified or registered mail, return receipt requested, or by any methods authorized by British Columbia law.

(b) Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Company, and expressly agrees that monetary damages would be inadequate to compensate the Company for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting any bond.

(c) Legal Fees. If the Company prevails in an action to enforce the provisions of this Agreement by obtaining substantially the relief sought, the Company shall be entitled to lawyers' fees (on a solicitor and own client basis) and court costs.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns.

(e) No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

(f) Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be

illegal, invalid or unenforceable, the other provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be deemed replaced by a legal, valid and enforceable provision that most nearly reflects the intent of the parties in entering into this Agreement.

(g) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, understandings and agreements.

(h) Amendment. This Agreement shall not be amended other than in writing signed by the Company and Recipient.

(i) Counterparts. This Agreement may be executed in one or more counterparts and by fax, each of which shall be an original and all of which together shall constitute one agreement.

(j) Assignment. In consideration for disclosure of the Company's Confidential Information, Recipient agrees to assign promptly to the Company any rights in intellectual property that evolve from or are related to Confidential Information of the Company received by the Recipient.

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality and Nondisclosure Agreement as of the date first set forth above.

WORLDBID CORPORATION

By: _____
Signature

Name and Title: _____

RECIPIENT

By: _____
Signature

Company Name
(if applicable): _____

Name (& Title if applicable)
of Signer: _____

Address: _____

Phone: _____

Fax: _____

Email: _____