

Non-Disclosure Agreement

WHEREAS Alvarez & Marsal Canada Inc. (the “Receiver”), in its capacity as Receiver of Shoeme Technologies Ltd. and Shoes.com Technologies Inc. (together, the “Companies”), having an office at:

Suite 1680, 400 Burrard Street, Vancouver, British Columbia, V6C 3A6

and _____ (the “Interested Party”) having its principal place of business at:

are currently engaged in discussions with respect to: the sale and purchase of assets owned by the Companies (the “Subject Matter”);

AND WHEREAS the Receiver and Interested Party expect that such discussions may or will involve the disclosure of confidential and proprietary information of the Companies.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interested Party agrees as follows;

1. Confidential Information

“Confidential Information” means any information, technical data, or know-how concerning the Companies and/or the Subject Matter, including, but not limited to, concepts, designs and products related to the Companies, including but not limited to, that which relates to data, developments, patents, products, product components, product samples, assets, value of assets, suppliers, services, manufacturing, customers, markets, marketing, business partners, business policies or practices, business methods or finances, and the existence of on-going discussions between the parties and any information relating to the Subject Matter.

Confidential Information does not include that information defined as Confidential Information which Interested Party can conclusively establish (i) was in the possession of Interested Party without an obligation of confidentiality at the time of disclosure; (ii) that, prior to or after the time of disclosure became part of the public domain without an act or omission of Interested Party of any breach of a confidentiality obligation to the Receiver or any other party; (iii) was disclosed to Interested Party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by Interested Party without use or reliance upon the Confidential Information.

2. Restrictions

(a) Interested Party covenants that it will not, for a period of 24 months from the date hereof, at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information to any person or entity without the prior written approval of the Receiver, or use any such Confidential Information for any purpose, other than for the specific purpose of the Subject Matter, unless specifically pre-approved in writing by the Receiver. However, Interested Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Interested Party has obtained a written opinion from its legal advisor in its capacity of advising Interested

Party in such matters; Interested Party uses all legitimate and legal means available to minimize the disclosure to third parties; the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of Interested Party or other litigating parties; and Interested Party gives the Receiver reasonable notice (which shall be no less than ten (10) days) prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Interested Party shall maintain the confidential nature of the Confidential Information in its possession by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure, which shall be no less than those efforts made by Interested Party to protect its own confidential information, and not less than reasonable care. Interested Party may disclose Confidential Information only to its employees and consultants who have a ‘need-to-know’ for the purposes of the Subject Matter. Interested Party shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of this Agreement.

(c) Interested Party shall not, for a period of 24 months from the date hereof, disclose any Confidential Information to any other party, company, or person, without prior written consent of the Receiver and without first ensuring that a copy of a Non-Disclosure Agreement that incorporates all of the terms and conditions of this Non-Disclosure Agreement is executed by the other party, company or person.

(d) Interested Party shall not record, make notes of, copy or reproduce the Confidential Information by any means without the written permission of the Receiver except as necessary to carry out the purpose of the Subject Matter. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of the Companies and shall be protected from unauthorized disclosure or access. Interested Party agrees to segregate all Confidential Information of the Companies from the confidential materials of others in order to prevent commingling.

(e) Interested Party shall not reverse engineer, decompile or disassemble any Confidential Information or permit or encourage any third party to do so.

3. Rights and Remedies

(a) Interested Party acknowledges and agrees that all Confidential Information and all worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable shall belong to and shall remain the sole and exclusive property of the Receiver. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, including without limitation any trademark, patent, copyright or other intellectual or industrial property right or license.

(b) Interested Party agrees to return all originals, copies, reproductions and summaries of Confidential Information at the Receiver’s request or, at the Receiver’s option, certify destruction of the same.

(c) Interested Party agrees, for a period of 24 months from the date hereof, to notify the Receiver immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or breach of this Agreement.

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(d) Interested Party acknowledges that any breach of the terms and conditions of this Agreement by it would result in significant damage to the value of the assets of the Companies, not completely compensable monetarily, and agrees that the Receiver shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement. Interested Party shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

4. Miscellaneous

(a) Interested Party agrees that Confidential Information under this Agreement, is provided "as is" without warranty of any kind; may contain bugs, errors and other problems that could cause system failures; and that the use of such Confidential Information is entirely at Interested Party's risk. Interested Party acknowledges that neither the Receiver nor its agents shall be liable for any damages whatsoever (including without limitation, direct, indirect, incidental, consequential, or punitive damages of any nature or kind including loss of profits, or losses of third parties of any nature or kind) relating to Interested Party's use of or reliance upon the Confidential Information.

(b) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.

(c) This Agreement supersedes any and all prior arrangements, whether oral or written, express or implied, arising by statute, operation of law, usage of trade, course of dealing or otherwise with respect to the Confidential Information.

(d) This Agreement is non-transferable and may not be assigned or transferred in whole or in part.

(e) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Interested Party hereby attorns to the jurisdiction of the courts of the Province of British Columbia and agrees not to oppose any action brought in British Columbia on the basis that the courts of British Columbia are not an appropriate or convenient forum for same.

IN WITNESS WHEREOF Interested Party by its authorized signing authority has executed this Agreement under seal as of the date first written above.

INTERESTED PARTY

Name:

Signature:

Title:

Date:
