



Non-Disclosure Agreement

It is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed under this Agreement (“Confidential Information”) can be described as and includes:
 - a. Technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure;
 - b. Other confidential and/or sensitive information which is (i) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (ii) disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure;
 - c. Any information gleaned from visits to the offices or facilities of any party hereto; and
 - d. Any discussions between the parties hereto or any involved third parties involving any Confidential Information.
2. The parties hereto shall use the Confidential Information only for the purpose of evaluating potential business, employment and/or investment relationships with each other, and for no other purpose.
3. All Confidential information shall be kept secret and confidential and will not be communicated, divulged or disclosed to any other person or entity by the party receiving the Confidential Information in any manner whatsoever, in whole or in part, without the prior written consent of the party providing the Confidential Information.
4. The parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees



having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. The parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

5. This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or (e) is independently developed.

6. The parties warrant that they have the right to make the disclosures under this Agreement.

7. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph a. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

8. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

9. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

10. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

11. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the Province of Ontario, Canada. If this agreement, is breached, any and all disputes must be settled in a court of competent jurisdiction in the Province of Ontario, Canada.



12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

13. The obligations in this Agreement shall be binding upon the parties as well as their successors or assigns.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

NAME (PRINT OR TYPE)

COMPANY (IF APPLICABLE)

TITLE

ADDRESS

CITY, PROVINCE, POSTAL CODE

SIGNATURE (I AM LEGALLY AUTHORIZED TO BIND THE ABOVE-MENTIONED COMPANY)

DATE