

This **MUTUAL NON-DISCLOSURE AGREEMENT** (the "**Agreement**") is entered into and made effective as of the last date of signature hereto (the "**Effective Date**") by and between:

OCTASIC INC., on behalf of itself, its subsidiaries, and affiliates ("**OCTASIC**") a company incorporated under the laws of Canada and having its principal place of business at 30-2901 Rachel E., Montreal, QC, H1W 4A4 Canada, phone 514-282-8858, and

Company	
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on behalf of itself, its subsidiaries, and affiliates ("**COMPANY**") a company incorporated under the laws of _____ and having its principal place of business at:

Address	
City, Province/State	
Country, Postal Code	
Website	
Phone	

Hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS the Parties wish to assess the potential for entering into a business relationship (the "**Purpose**"), and desire to protect information each Party deems to be proprietary and/or confidential which may be disclosed by one Party ("**Discloser**") to the other Party ("**Recipient**") as necessary to facilitate said assessment.

WHEREAS the Parties recognize that the Confidential Information (as defined in 2.) is a valuable asset of the Discloser and that misuse or unauthorized disclosure will substantially impair the value of the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants, terms and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

1. This Agreement is to establish the basis for proper protection of Confidential Information disclosed. Any disclosure is at the discretion of Discloser, and nothing in this Agreement obligates either Party to make any particular disclosure of Confidential Information. This Agreement does not create any agency, joint venture, partnership or any other arrangement between the Parties.
2. The term "**Confidential Information**" means this Agreement and any information or data identified as confidential or proprietary disclosed in any form by Discloser to Recipient for or in connection with the Purpose, whether before or after the Effective Date and clearly identified as being proprietary and/or confidential or that by its nature and the circumstances of disclosure should reasonably be understood to be confidential, including, without limitation, know-how, technical information concerning the design, development and production of products, and commercial information concerning marketing, finance, pricing, operations and plans. Any Confidential Information disclosed verbally shall be designated as confidential at the time of disclosure and shall be confirmed in writing by Discloser within thirty (30) days; during such thirty (30) day period, such oral Confidential Information shall be provided the same protection under this Agreement as any other form of Confidential Information.
3. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party, provided that the provisions of Sections 3, 4 and 5 hereof shall survive such expiration and any other obligations and rights which by their terms are intended to survive or be perpetual or irrevocable.
4. The standard of protection imposed on Recipient will be to the same degree of protection it uses to prevent disclosure of its own Confidential Information, but in no event any less than reasonable protection to prevent the Confidential Information from becoming available to the public.

5. Recipient agrees: (1) – to use the Confidential Information only for the Purpose, (2) – to disclose the Confidential Information only to its employees, representatives, advisors and sub-contractors who have a need to know for the Purpose and who have agreed to be bound by the terms of this Agreement or similar terms, (3) – not to use the Confidential Information to reproduce, redesign, reverse engineer or manufacture any product or equipment of the Discloser, (4) keep the Confidential Information in a safe and secure place to prevent unauthorized use, access, dissemination, destruction, disclosure or loss, and (5) – to return all Confidential Information and all copies thereof in its possession to Discloser, or destroy them, promptly upon written request of Discloser or termination of this Agreement and promptly provide a written certificate confirming such destruction to the Discloser.
6. The obligations imposed by this Agreement will not apply to Confidential Information that, according to tangible and dated evidence:
 - i) was already in, or subsequently comes into, the public domain through no breach of this Agreement by Recipient, provided however that Confidential Information shall not be deemed to be in the public domain merely because any part of such Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;
 - ii) was received by Recipient from another source without restriction or breach of this Agreement when such source is not subject to a confidentiality obligation with Discloser;
 - iii) was in the possession of Recipient prior to disclosure without restriction or breach of this Agreement;
 - iv) was independently developed by or for the Recipient without use of the Confidential Information disclosed by Discloser under this Agreement;
 - v) was or is disclosed pursuant to a judicial order or government decree or regulation provided, however, that the Recipient, to the extent possible, shall provide prompt written notice thereof to the Discloser in order to allow the Discloser to seek a protective order or to utilize other available procedures to protect such Confidential Information. Recipient agrees to provide reasonable assistance to Discloser in protecting such Confidential Information.
7. All right, title and interest in and to the Confidential Information will remain the exclusive property of Discloser. No interest, license or any right, other than expressly set out herein, is granted under this Agreement by implication or otherwise. Without limiting the foregoing, each Party agrees not to use any trademark or logo of the other Party except with the prior written consent of the other Party.
8. All Confidential Information is delivered "as is" and this Agreement does not constitute any representation, warranty or guarantee, express or implied, to Recipient by Discloser, as to the accuracy, completeness, fitness for a particular purpose, merchantability or the freedom from defect, with respect to the Confidential Information, including the Confidential Information not infringing any rights of third parties. Neither Party, as Discloser, incurs any liability arising out of the Recipient's use of the Confidential Information.
9. Each Party shall abide by all applicable import and export control laws and regulations. Recipient must comply with all applicable import laws of disclosed information and Discloser shall assist in any required compliance. Discloser must comply with all applicable export laws prior to any disclosure of export controlled Confidential Information and this Agreement does not relieve the Discloser of such responsibility. Any disclosed Confidential Information that is subject to ITAR must be identified prior to disclosure and such disclosure shall require written acceptance from the Recipient prior to any such disclosure. Such Confidential Information may be refused by the Recipient. Any Confidential Information that is known by the Discloser to be subject to re-exportation restrictions must be identified as such at the time of disclosure to Recipient. The Discloser shall indemnify and hold Recipient harmless from all claims, demands, damages and costs arising from the failure of Discloser to comply with this Section.
10. Each Party acknowledges that any breach or threatened breach of this Agreement may result in irreparable harm to the Discloser for which damages may be an inadequate remedy and therefore agrees that, in addition to its rights and remedies otherwise available at law, the Discloser is entitled to seek injunction, specific performance or other equitable relief as a remedy. Any such remedy will

be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

11. The laws of the province of Québec, Canada, without reference to choice of law rules which shall not apply, will govern this Agreement. The courts of the City of Montreal, Province of Quebec, shall have exclusive jurisdiction. Notwithstanding the preceding, either Party may seek injunctive relief in any court of competent jurisdiction against improper use or threatened improper use of Confidential Information.
12. The rights of the Parties under this Agreement may not be assigned or transferred to any person without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
13. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to the subject matter, and supersedes all previous agreements and understandings relative thereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative effective as of the Effective Date.

OCTASIC INC.	COMPANY:
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date: