



MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Agreement signed between **COMPANY**, and affiliated companies, whose principle office is located at **COMPANY ADDRESS** and **SCAN-LINK Technologies**, and affiliated companies, whose principle office is located at **1374 Sandhill Drive, Ancaster, Ontario, L9G 4V5**.

WITNESSETH THAT:

WHEREAS, the Parties are considering the exchange of information of a proprietary nature; and

WHEREAS, the Parties wish to define their rights with respect to such information and to protect the proprietary features contained therein;

NOW, THEREFORE, in consideration of these premises and promises and agreements hereinabove contained, the Parties agree as follows:

1. **Confidential Information**. As used in this Agreement, the term "**Confidential Information**" means information pertaining to any aspect of each of the Parties' business, including but not limited to its research, technical data, products, services, plans for products or services, customers and potential customers, markets and marketing, finances, financial projections, employees (including employee compensation), software, source code, patents, patent applications, developments, inventions, processes, designs, drawing, engineering, formulae, scientific or other information, business plans, and agreements with third parties, disclosed to either of the Parties or otherwise obtained by either of them, either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, or created by either of them during the period of their mutual relationship (whether commenced prior to or upon the date of this Agreement), whether or not during working hours.

2. **Confidentiality Obligation**. Each of the Parties agrees to hold in confidence and not directly or indirectly to use or disclose to any third person or entity, either during or after termination of the Parties' mutual relationship, any Confidential Information pertaining to the business of the other party hereunder, except to the extent authorized by such other party in writing or required by applicable law (in which event each of the Parties covenants to provide written notice to the other promptly upon becoming aware of facts or circumstances that could result in such disclosure), until such Confidential Information becomes generally known by the public. Each of the Parties agrees not to make copies of any Confidential Information pertaining to the business of the other party hereunder, except as authorized in writing by such other party.

3. **Obligations on Termination**. Upon termination of the Parties' mutual relationship for any reason, or upon an earlier request of either Party, each of the Parties shall forthwith return or deliver to the other;

(a) all tangible forms of Confidential Information in each of the Parties' possession or control, including but not limited to drawings, specifications, documents, records, devices, models, extracts, digests or any other material and copies or reproductions thereof; and

(b) all other items of every nature and kind used in the course of the Parties' mutual relationship, or otherwise exchanged between the Parties, whether or not such items contain Confidential Information.

(c) Each party agrees that, upon written request from the other party, it shall destroy all such Confidential Information, copies thereof and information derived there from the other party, and shall provide the other party with a written certificate of such destruction.

4. **No Conflicts.** Each of the Parties represents that its performance of all the terms of this Agreement and the provision of services or products between the Parties does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by each of the Parties in confidence or in trust prior to the commencement of the Parties' mutual relationship. Each of the Parties further agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

5. **Effects of Agreement.** This Agreement (a) shall survive the Parties' mutual relationship, (b) does not in any way restrict either of the Parties' right or the right of either of them to terminate their mutual relationship, with or without cause, (c) inures to the benefit of successors and assigns of each of the Parties, and (d) is binding upon each of the Parties' successors, heirs and legal representatives.

6. **No Interference.** Each of the Parties certifies that, to the best of its information and belief, it is not a party to any other agreement which will interfere with its full compliance with this Agreement.

7. **Miscellaneous.**

(a) This Agreement supersedes any portion of any oral, written or other communications or agreements concerning the subject matter of this Agreement, and may be amended or waived only by a written instrument signed by the Parties. This Agreement shall be governed by the laws of the Province of Ontario applicable to contracts entered into and performed entirely within the Province, without giving effect to principles of conflict of laws. If any provision of this Agreement is held to be unenforceable under applicable law, then such provision shall be excluded from this Agreement only to the extent unenforceable, and the remainder of such provision and this Agreement shall be enforceable in accordance with its terms.

(b) Each of the Parties acknowledges and agrees that: (i) this Agreement is necessary for the protection of the legitimate business interests of each of them; (ii) the restrictive covenants set forth in this Agreement (the "**Restrictive Covenants**") are reasonable and valid in geographical and temporal scope and in all other respects; and (iii) each of the Parties has received adequate consideration for the execution, delivery and performance of this Agreement.

(c) If a court of competent jurisdiction finally determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable for any reason, such court shall have the power to modify such Restrictive Covenant, or any part thereof, and, in its modified form, such Restrictive Covenant shall then be valid and enforceable and the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full force and effect, without regard to the invalid or unenforceable parts.

(d) Each of the Parties agrees that a violation of this Agreement will cause irreparable damage to the other party hereunder, and each of the Parties shall be entitled (without any requirement of posting a bond or other security), in addition to any other rights and remedies which it may have, at law or in equity, to an injunction enjoining and restraining the other party hereunder from doing or continuing to do any such act or any other violations or threatened violations of this Agreement.

(e) All notices or authorizations, requests and demands given or made under this Agreement shall be made in writing and shall be delivered to the Company or to the Undersigned at the respective addresses set forth below or at such other addresses as may be furnished by notice given in accordance with this Agreement. All such notices, authorizations, requests or demands are deemed delivered upon receipt or refusal thereof.

8. **Third Party Beneficiaries.** Each of the Parties acknowledges that the provisions of this Agreement are for the benefit of each of them, including each of their subsidiaries, affiliates or successors ("**Affiliates**") and, therefore, each of the Affiliates is a third party beneficiary of this Agreement with the power to enforce the provisions of this Agreement and any and all of its rights hereunder to the same extent as would a signatory hereto.

9. **No Partnership or Further Obligation.** This Agreement is not intended and shall not be construed to create a joint venture, partnership or other business association between the Parties, nor an obligation to buy, sell, license or enter into any other agreement with respect to the Confidential Information. Any such association or agreement will be subject to negotiation and execution of a separate written agreement satisfactory to both of the Parties.

10. **Term and Continuing Obligation of Confidential Information.**

(a) The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue for five (5) years unless earlier terminated by either Party upon thirty (30) days written notice to the other Party.

(b) The obligations, rights and duties with respect to the protection of Proprietary Information, shall survive the termination of the Agreement and shall be binding upon the Parties for a period of five (5) years after termination of this Agreement except for trade secrets, software source codes and specification for which there shall be no time limit.

11. **Acknowledgement.** Each of the Parties certifies and acknowledges that it has carefully read all of the provisions of this Agreement and that it understands and will fully and faithfully comply with such provisions.

Effective Date: XXth day of Month, Year.

[COMPANY]

SCAN~LINK Technologies.

By: _____

By: _____

Name:

Name: Jonathan Fava

Title: _____

Title: President

Dated: _____

Dated:

Address for Company:

Address for Undersigned:

1374 Sandhill Drive
Ancaster, Ontario
L9G 4V5