



MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____, by and between PRECIDIA TECHNOLOGIES INC. ("PRECIDIA"), having its principal address at 150 Katimavik Road, Suite 1000, Kanata, Ontario and _____, ("Company"), having its principal address at _____.

1. **Purpose.** Precidia and Company wish to discuss a business possibility of mutual interest pertaining to one or more of Precidia's Products or Services. During such discussions, each party may disclose its Confidential Information to the other.
2. **Definition.** "Confidential Information" means any information that, if disclosed in tangible form is marked "confidential", "proprietary" or in some other manner to indicate its confidential nature, or if disclosed orally, is designated as or understood to be, confidential at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that the Receiving Party can establish by written documentation: (i) was publicly known and available in the public domain prior to the time of disclosure to the Receiving Party; (ii) becomes publicly known and available in the public domain after disclosure to the Receiving Party through no action or inaction of the Receiving Party; (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; (iv) was developed independent of the Confidential Information of the Disclosing Party, as shown by written records prepared contemporaneously with such independent development; or (v) was received by the Receiving Party in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential.
3. **Non-Disclosure of Confidential Information.** Each party agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to review and discuss such Confidential Information in order to determine whether to enter into a business relationship with the other party. Neither party shall disclose the Confidential Information of the other party to third parties or to its own employees except employees who are required to have the information in order to carry out the contemplated business discussions. Each party has had or shall have employees to whom Confidential Information of the other is disclosed sign a non-disclosure agreement in content substantially similar to this Agreement. Each party agrees that it shall take all reasonable efforts to avoid disclosure of Confidential Information of the other including efforts at least as great as those used to protect its own confidential information. Each party agrees to notify the other party in writing of any misuse or misappropriation of any Confidential Information of the other which may come to its attention.
4. **Return of Materials.** The receiving party shall return promptly to the disclosing party all copies of the disclosing party's Confidential Information in tangible form after the business discussions have been terminated or at any time upon the disclosing party's request.
5. **No License.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, and this Agreement does not grant either party any rights in or to the other party's Confidential Information, except as expressly provided herein.
6. **Term.** This Agreement will terminate one (1) year from the date of this Agreement. The obligations in this Agreement with respect to Confidential Information disclosed during such period

shall survive any termination of this Agreement and shall continue for a period of five (5) years following termination of this Agreement.

7. **Remedies.** Each party agrees that any violation or threatened violation of this Agreement will cause irreparable harm to the other party, and that the other party shall be entitled to obtain injunctive relief in addition to all legal remedies.
8. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the Province of Ontario, without reference to conflicts of law principles.
9. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. A facsimile copy is legally binding.

By: _____

Print Name: _____

Title: _____

Date: _____

PRECIDIA TECHNOLOGIES INC.

By: _____

Print Name: _____

Title: _____

Date: _____