

## NON-DISCLOSURE AGREEMENT

This agreement is made on insert date here (the “**Effective Date**”), between ACCUCAM Machining Inc. (“Discloser”), with head office at 756 Bishop street, Cambridge, Ontario, N3H 4V6, and, insert complete supplier company name (“Recipient”), with offices at insert complete legal supplier address (each “Party” and together the “Parties”). The Parties acknowledge the following facts:

The Discloser and Recipient are interested in engaging into discussions, review, analysis and negotiations related to their respective businesses to determine if there is sufficient mutual interest by the Parties regarding a possible collaboration and/or business relationship (the “Agreement”)

In order to evaluate and, if appropriate, to proceed with the Agreement each of the Parties may disclose to the other Party certain Confidential Information (as defined below);

**Confidential Information.** “Confidential Information” means information related to the business of the Discloser which is proprietary and/or confidential to the Discloser or its customers, suppliers or other business partners including without limitation, trade secrets, concepts, technical information and designs, improvements, innovations, know-how and technical expertise, inventions, whether patentable or not, unpublished applications for the protection or registration of patents, trade-marks, copyright or other intellectual property, specifications, graphic designs, research and development results and CAD work, material data, metallurgical data, training concepts, computer programs and listings, source codes or object codes and databases, drawings, report layouts, pricing structures and cost data, market information including proposed product lines, customer lists, trademarks, names, address, or distinguishing guises, marketing concepts and ideas, financial information, business information and methods, business plans, and personnel data, information concerning any unreleased, proposed, unannounced or prototype product or method, information gathered by Discloser by the expenditure of time and effort, whether pertaining to inventions, trade secrets, know how, technological advances or market strategies, whether provided orally, in written text, as drawings, charts, tables or graphs, in hardcopy or electronic form. The Recipient acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

**Exclusions from Confidential Information.** Discloser further agrees that nothing in this Agreement shall restrict or impair the Recipient's right independently to collect, to use, to disclose, or otherwise to deal with information generally available to the public, or that is, as a matter of record, discovered by the Recipient independently of Discloser, in the same manner as an independent third party could do, had the Recipient not received that information from Discloser; and, without limiting the generality of the foregoing, this Agreement does not restrict disclosure or use of information that; (a) is already in Recipient's rightful possession without obligation of confidentiality; (b) is developed independently without reference to the Confidential Information; (c) is rightfully received from another without obligation of confidentiality; (d) is or becomes publicly available without breach of this Agreement; (e) is disclosed by Discloser to another without obligation of confidentiality; or is required of Recipient to be disclosed by operation of Law, provided Recipient gives Discloser immediate written notice of any request for disclosure to allow Discloser a reasonable opportunity to obtain a protective order against such disclosure;

**Restrictions on Use.** As consideration for having access to or receiving any Confidential Information, the Recipient agrees that it shall use and reproduce the Confidential Information solely in furtherance of this Agreement and shall make the Confidential Information available solely to employees, agents or independent contractors of the Recipient; (a) who are directly involved in performing the Agreement and have a specific need to know such information in furtherance of the Agreement; (b) whom the Recipient has obligated under a confidentiality agreement to hold the Confidential Information in trust and in strictest confidence; and (c) provided that Recipient shall be liable for the failure of any of its employees, agents or independent contractors to whom Confidential Information is disclosed to comply with Recipient's obligations hereunder. The Recipient shall use the same efforts to protect the confidentiality of the Confidential Information as it uses to protect its own Confidential Information and, in any event, no less than a reasonable standard of care. The Recipient shall not disclose or disseminate, or permit any of its Affiliates, employees or independent contractors to disclose or disseminate, the Confidential Information to any third party without the other's prior written consent.

**Return of Confidential Information.** Receiving Party shall immediately return and redeliver to Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (a) the completion or termination of the dealings between the parties contemplated hereunder; (b) the termination of this Agreement; or (c) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).



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**Term and Termination.** Recipient represents and warrants that Confidential Information disclosed by Discloser to Recipient prior to the date of execution hereof, if any, has not been treated by Recipient in a manner inconsistent with the terms of this Agreement; that this Agreement applies to any Confidential Information and that any provisions hereof which by their nature extend beyond its termination will remain in effect beyond such termination until fulfilled; and that all provisions hereof will apply to either party's successors and assigns; the Recipient's obligation to protect the Confidential Information shall expire the later of ten (10) years, from the date of execution of this Agreement ("Effective Date"), or ten (10) years, from its date of disclosure by Discloser to Recipient;

**No Warranty or License.** Confidential Information provided hereunder is solely on an "AS IS" basis, without any warranty guarantee as to its accuracy, completeness or utility or condition of any kind. Discloser is not liable for any damages arising out of use of the thereof; that neither this Agreement nor any disclosure of Confidential Information hereunder grants Recipient any license under any patent, trade-mark or copyright now or afterwards owned or controlled by Discloser.

**Injunctive Relief.** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees and expenses, incurred in obtaining any such relief.

**Governing Law.** Agreement shall be governed by the laws of the Province of Ontario. The Parties hereby agree to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all legal proceedings arising out of this Agreement.

**Miscellaneous Provisions.** This Agreement constitutes the entire agreement relating to the subject matter contemplated herein and replaces all other prior or contemporaneous communications between the parties, oral or written, relating to this subject, and that an amendment in writing, signed by both parties, is required to modify this Agreement. If any provision of this Agreement is found, by a court or tribunal of competent jurisdiction, to be wholly or partially unenforceable, such enforceability shall not affect the enforceability of the balance of the Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability hereof. This Agreement may be executed by way of facsimile or electronic transmission of signed copies which shall be binding upon the Parties as if an original.

**English Language.** The parties have agreed at this Agreement as well as all documents and notices issued thereunder or relating thereto be drawn up in English.

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Executed by the duly appointed representatives of the Parties to be effective as of the date set forth above.

Insert Recipient Name

ACCUCAM MACHINING Inc.

By: \_\_\_\_\_  
(Authorized Officer)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_