

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective October 5, 2016 by and between ABC , an Ontario Corporation ("Owner") and CDE Company ("Recipient").

1. Confidential Information.

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

2. Recipient's Obligation.

- A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Owner, and shall disclose it only to its offices, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.
- B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of the Agreement. Upon the request of the Owner, Recipient shall return all Confidential Information received in written tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At recipients option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

3. Term

The obligations of recipient herein shall be effective for a period of (2) years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy , receivership, assignment, attachment or seizure procedures whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality, or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

5. No Licence

Nothing contained herein shall be construed as granting or conferring any rights by licence or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party and that the disclosure of Confidential Information cannot be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

7. Governing Law and Equitable Relief

This agreement shall be governed and construed in accordance with the laws of Canada and the Province of Ontario and Recipient consents to the exclusive jurisdiction courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

8. Final Agreement

This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment

Recipient may not assign this Agreement or any interest herein without the Owner's express prior written consent.

10. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or enforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices

Any notice required by the Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery service.

If by Owner
ABC
123 Street
City

If by Recipient
CDE Company
Street
City

12. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings

Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ABC

CDE Company

By: _____

By: _____

John Citizen
President

Joe Blow
Director