

This Agreement, effective on, [REDACTED] (“Effective Date”) is by and between True North PSR], 19 Flume Drive, Middle Sackville, Nova Scotia, Canada, B4E3H1, and

[REDACTED] (Company Name),

[REDACTED] (Address),

(collectively, the “Parties” and individually a “Party”).

WHEREAS the Parties wish to enter into discussions concerning

[REDACTED]

[REDACTED]

(the “Purpose”);

AND WHEREAS it is intended that each of the Parties will disclose to the other Confidential Information in connection with the Purpose;

NOW THEREFORE in consideration of the mutual terms and conditions contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In this Agreement:

(a) “Confidential Information” means any information, in any form or medium, which is disclosed by one Party (the “Disclosing Party”) or its Representatives to the other Party (the “Recipient”) or its Representatives, related to the business activities of the Disclosing Party, regardless of whether any such information is marked as confidential or proprietary. Examples of Confidential Information include but are not limited to business plans, research and development plans, marketing plans and financing plans, inventions and discoveries whether or not patentable, source code, specifications, drawings, computer hardware, and computer software. Confidential Information does not include information that the Recipient can establish with reasonable evidence:

(i) is or becomes generally available to the public without any breach of this Agreement;

(ii) was already known to the Recipient prior to the disclosure of such information to the Recipient by the Disclosing Party (or any of its Representatives);

(iii) was lawfully acquired by the Recipient from a third party without access to any of the Disclosing Party’s Confidential Information made available under this

Agreement and without a known breach (after due inquiry) of any contractual or other legal obligation binding upon that third party or the Recipient; or,

(iv) is independently developed without the use of the Disclosing Party's Confidential Information.

(b) "Representatives" means any directors, officers, employees, agents, consultants, contractors, advisors, affiliates or subsidiaries of a party and includes any directors, officers or employees of any of same.

2. Except to the extent expressly provided elsewhere in this Agreement, the Recipient:

(i) shall keep the Disclosing Party's Confidential Information secret and shall not, without the Disclosing Party's prior consent, disclose any such Confidential Information; and

(ii) shall not use or allow the use of, directly or indirectly, any such Confidential Information other than to carry out activities necessary for the Purpose. The Recipient shall employ protective measures fully commensurate with those used by the Recipient to protect its own important trade secrets and other confidential information from disclosure to the public and third parties, but in any case no less than reasonable care. Confidential Information shall only be disclosed by the Recipient to those of its Representatives with a need to know the Confidential Information in order to carry out activities necessary for the Purpose and provided that the Representatives are obligated to deal with such Confidential Information in a manner consistent with this Agreement. The Recipient shall promptly notify the Disclosing Party of any disclosure of Confidential Information in violation of this Agreement. The confidentiality and non-use obligations set forth in this paragraph shall not apply to information required to be disclosed on a non-confidential basis by a court or governmental body of competent jurisdiction as long as the Disclosing Party has been given prior written notice of such requirement in adequate time to enable the Disclosing Party to oppose the same and allow it time to seek an appropriate protective order.

3. The Recipient acknowledges and agrees that all rights, title and interest in and to the Disclosing Party's Confidential Information and the patent rights and other proprietary and/or intellectual property rights therein are and shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed to grant to the Recipient any right, title, interest, or license in or under any patent, trademark, industrial design, copyright, trade secret, or other proprietary or intellectual property right or material relating to the Disclosing Party's Confidential Information. Recipient further acknowledges that the Disclosing Party is providing the Confidential Information on an as-is where-is basis with no warranty whatsoever as to accuracy or completeness.

4. Upon the request of the Disclosing Party, the Recipient shall use all commercially reasonable efforts to promptly return or destroy, or cause to be returned or destroyed, all documents and materials comprising, containing or relating to any of the Disclosing Party's Confidential Information in the possession or control of the Recipient or any of the Recipient's Representatives. Notwithstanding the foregoing, the Recipient and any of the Recipient's Representatives shall be permitted to retain any electronic records and files containing the Disclosing Party's Confidential Information which have been created solely for evidentiary purposes or pursuant to the automatic or normal course archiving and back-up procedures of the Recipient or the Recipient's Representative.

5. This Agreement shall terminate five (5) years from the Effective Date, but may be terminated by either party by giving 30 days written notice to the other party. Upon any termination of this Agreement, the Recipient's obligations set out in this Agreement continue for so long as the Disclosing Party's Confidential Information does not fall within any of the exceptions in paragraph 1(a) above.

6. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia. Each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Nova Scotia.

7. This Agreement shall not be assigned or otherwise transferred by either party, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, except in the case of a sale or other transfer of all or substantially all a party's assets or equity, whether by sale of assets or stock or by merger or other reorganization (including consolidation, acquisition, amalgamation, or the like), provided in each case that the assignee or transferee covenants and agrees in writing to be bound to the other party by the terms of this Agreement to the same extent as the assigning or transferring party. Subject to the limitations in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties, and their heirs, executors, successors and assigns.

8. Each party acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by the other party. In addition to any and all other remedies available at law or in equity, the party claiming breach of this Agreement shall be entitled to specific performance, injunctive relief and other equitable relief as remedies for any such breach.

9. This Agreement sets forth the entire agreement between the Parties relating to the subject matter hereof and supersedes, replaces, and supersedes any and all other confidentiality agreements between the parties relating to the subject hereof. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

10. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction such provision(s) shall be severed and deleted without impairing the enforceability of the remainder of this Agreement.

11. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

12. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have duly caused this Agreement to be executed as of the date first above written.

True North PSR:

Company Name:

---

Signature

---

---

Signature

---

Printed Name

---

Printed Name

---

Date

---

Date