

NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made this day of , 2019.

BETWEEN:

AGILE MANUFACTURING, INC.

(hereinafter called "Agile") a business based in Uxbridge, Ontario

OF THE FIRST PART

-and-

A business based in ,
(hereinafter called "Recipient")

OF THE SECOND PART

WHEREAS Agile is in the business of providing rapid manufacturing services, machines and material supplies;

AND WHEREAS the Recipient is a customer of Agile;

AND WHEREAS the Recipient and Agile have entered into an ongoing business relationship which results in the Recipient providing business to Agile;

NOW THEREFORE in consideration of this agreement and the mutual covenants and obligations set out herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, Agile and the Recipient agree as follows:

Agile and the Recipient have agreed to provide each other from time to time with certain proprietary information (the "Confidential Information"), which may include without limitation, equipment, data, know-how, formulae, processes, designs, inventions, concepts, ideas, discoveries, sketches, photographs, plans, drawings, specifications, samples, reports, customer lists, price lists, studies, findings, inventions and trade secrets relating and limited to the design and manufacture of a variety of products and rapid manufacturing process and suppliers.

Agile and the Recipient acknowledge that the Confidential Information consists entirely of confidential information

which is the exclusive property of Agile or the Recipient. Unless otherwise required by law, either party shall not disclose the Confidential Information, the fact that any information has been made available to it, that discussions are taking place concerning a potential transaction between the parties nor the nature or extent of such discussions, to any person, firm, corporation, partnership, association or other entity, except as is hereinafter provided, and shall protect such Confidential Information from disclosure by exercising a standard of care sufficient to preserve its secret and confidential nature. In addition, both parties shall not copy, modify or part of possession with the confidential information or any part thereof.

Except as may be expressly permitted by this or any other written agreement both parties shall not, in any manner whatsoever, directly or indirectly, without prior written consent:

disclose the Confidential Information for any purpose to any person, firm, corporation, partnership, association or other entity; or

copy, modify or part with possession of the Confidential Information or any part thereof.

Both parties shall be permitted to disclose the Confidential Information to consultants, directors, officers, employees and agents of either party necessarily required to have access to the Confidential Information only for the evaluation thereof provided that:

Either party shall notify each such consultant, director, officer, employee or agent of the obligations contained herein with respect to confidentiality and restrictions on use; and

Either party shall direct each such consultant, director, officer, employee and agent to exercise a level of care sufficient to preserve the secret and confidential nature of the Confidential Information and shall obtain a written undertaking from each such consultant and agent to abide by the terms and conditions of this Agreement.

Either party's right to receive information hereunder may be terminated at any time upon written notice to the other party whereupon the party shall remit and surrender to other, without any cost, all Confidential Information and all copies thereof and all notes and writings in respect of the same, which the party, its consultants, directors, officers, employees and agents, may have in their possession at that time.

Both parties acknowledge that the opposing party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and that Agile shall have no liability resulting from the use of such Confidential Information.

Nothing herein above contained shall be construed as granting or implying any right under any patent or any right to use any invention covered thereby or any license or any right to use any trade mark, copyright or industrial design.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

This agreement shall not be assigned without the prior written consent of the parties hereto.

9. This agreement shall survive any future agreements between the parties unless specifically terminated in writing and executed by each of the parties hereto.

This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

For Agile Manufacturing, Inc.

Per: _____
Authorized Signing Officer

For Recipient:

Per: _____
Sign Above

Per: _____
Print Name and Date