

MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement is entered into this [] day of [], 20[] by and between [], a [] corporation located at [] and NDI ADRL Inc. - dba DITEBA ("Contractor"), an Ontario corporation located at 1620 Tech Avenue Unit 3, Mississauga, ON. Each party may be individually referred to herein as a "Party" or collectively as the "Parties".

Each Party understands that the other Party has disclosed or may disclose Confidential Information, as defined below, relating to the suppliers, vendors, formulation, testing, processing, mixing, preparation, manufacturing, packaging, shipment, distribution and sale of prescription and OTC drugs, cosmetics and/or animal health products, as may be applicable, between or involving the Parties (hereinafter the "Project"). For purposes of this Agreement, each Party will be considered a "Discloser" with respect to information that it discloses and a "Recipient" with respect to information that it receives. Neither Party is willing to disclose any of its confidential and proprietary information to the other without the restrictions on use and disclosure contained in this Agreement.


- 1. Definition of Confidential Information.** The term "*Confidential Information*" means all business or technical information of Discloser, whether it is received, accessed or viewed by Recipient in writing, visually, electronically or orally. Confidential Information shall include, without limitation, technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade *secrets*. "*Confidential Information*" also includes all such business or technical information of any third party that is in the possession of Discloser. Notwithstanding the foregoing, any information disclosed by the Parties will be considered Confidential Information of Discloser, only if such information (a) is conspicuously designated as "Confidential" or "Proprietary" or would reasonably be regarded as being of a confidential nature, or (b) if provided orally or visually, is identified as confidential at the time of disclosure, or would reasonably be regarded as being of a confidential nature.
- 2. Limitations on Disclosure and Use of Confidential Information.** Recipient agrees that it will hold Discloser's Confidential Information in strict confidence and use the same degree of care in protecting the confidentiality of Discloser's Confidential Information that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care. In addition, Recipient agrees that it shall: (a) not use the Confidential Information for any purpose except for the limited purpose of the Project; (b) return or destroy the Confidential Information, and all other copies thereof, and all abstracts, summaries and documents produced using the Confidential Information and all copies thereof to Discloser upon request; (c) not copy any part of the Confidential Information or disclose any part of the Confidential Information to any person or entity other than its employees, agents and representatives who need the information to perform their duties in connection with the Project; and (d) take reasonable steps to assure that no such employee, agent or representative uses or discloses any part of the Confidential Information in violation of this Agreement and be responsible for any violation thereof by such persons.
- 3. Exclusions.** Recipient's obligations under this Agreement shall not apply to any portion of the Discloser's Confidential Information that: (a) is or subsequently becomes generally available to the public through no fault of Recipient; (b) Recipient had in its possession, or knew, at the time of disclosure by Discloser, and that was not acquired directly from Discloser; (c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality owed to Discloser; (d) is independently developed by Recipient without reference to any non-public Confidential Information of Discloser; (e) is disclosed by Discloser to a third party without confidentiality restrictions; or (f) subject to Section 4 below, is required to be disclosed by Recipient to any governmental agency or pursuant to any subpoena, summons, order or other judicial decree.
- 4. Compelled Disclosure.** Should Recipient become legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding, Recipient shall give

Discloser prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information which must be disclosed. Recipient shall cooperate fully with Discloser in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Recipient shall disclose only that portion of the Confidential Information that is legally required to be disclosed.

5. **Independent Development.** Each of the Parties understand that the other Party may currently or in the future be developing information internally, or receiving information from other third Parties that may be similar to Confidential Information of the other Party. Accordingly, nothing in this Agreement will be construed as a representation or inference that the Parties will not develop products or services, or have products or services developed, independent of and that compete with the products or systems contemplated by such Confidential Information; provided such development does not use or disclose Confidential Information disclosed hereunder.
6. **No Export.** Neither Party shall export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof, at the time of export, either prohibits export to or requires an export license or other government approval (without first obtaining such license or approval).
7. **Retained Rights.** Discloser retains all intellectual property rights in its trade secrets, processes, formulations, designs, techniques, documentation and other Confidential Information including, without limitation, copyrights and patents. Neither the furnishing of Confidential Information to Recipient nor the execution by Discloser of this Agreement shall be construed as granting Recipient any right nor license whatsoever in the Confidential Information, other than as expressly provided in a separate binding contract entered into as part of the Project.
8. **Enforcement.** Recipient acknowledges that Discloser would have no adequate remedy at law should Recipient breach its obligations under this Agreement and agrees that Discloser shall be entitled to enforce its rights under this Agreement by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Discloser in exercising any right under this Agreement shall be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of this Agreement.
9. **Notices.** Any notices required or permitted by this Agreement shall be considered to have been given when hand-delivered, transmitted by telefax or three days after being sent by certified mail, return receipt requested to the other party at respective addresses set forth below.
10. **Term.** This Agreement shall have a term of seven years after the date hereof.
11. **Miscellaneous.** This Agreement is deemed to be made under and shall be construed according to the laws of the Province of Ontario, without regard to its conflicts of law provisions. If either Party commences a lawsuit or other proceeding relating to or arising from this Agreement, the Parties hereto agree that the appropriate court in the province shall have sole and exclusive jurisdiction over any such proceeding. The Parties (a) agree that any of these courts shall be proper venue for any such lawsuit or judicial proceeding, (b) waive any objection to such venue, (c) consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts, and (d) agree that process in any action or proceeding referred to herein may be served on any party anywhere in the world. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter of this Agreement, supersedes all earlier oral or written agreements and may not be modified or supplemented except in a writing signed by both Parties. Neither party may assign or transfer this Agreement or its obligations hereunder without the prior written consent of the Party. Any purported assignment or transfer shall be null and void. If any

provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.


By: _____
Name: _____
Title: _____

NDI ADRL Inc. dba Diteba
By: _____
Name: Steven Overgaard
Title: Chief Executive Officer