

GRIP LIMITED MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement (the "Agreement") is made with effect as of the _____ (the "Effective Date"), between Grip Limited and _____ (the "Parties").

Background.

The Parties wish to engage in activities that may involve the disclosure and/or use of the Confidential Information (as defined below) of the other and wish to agree, by this Agreement, how such disclosure and/or use will take place.

For good and valuable consideration which the Parties acknowledge receiving, the Parties hereby agree as follows:

- 1) **Purpose.** Access to, and use of, the Confidential Information of the Parties is being provided for the purpose of the Parties evaluating whether to enter into and, if so, implementing a business arrangement with each other (the "Permitted Uses").
- 2) **Nature of Confidential Information.** All information disclosed by either Party whether disclosed orally, embodied in tangible form, or otherwise is hereinafter referred to as the "Confidential Information" of such Party. Confidential Information shall include, without limitation, trade secrets, products, technologies, form contracts and other form documents, marketing and sales strategies and materials, financial and accounting information and other information to which a Party, by virtue of engaging in the Permitted Uses will have access. Confidential Information shall not include information which the Party receiving such information (the "Recipient") shows is:
 - (a) in its rightful possession prior to its receipt hereunder from the Party disclosing such information (the "Discloser");
 - (b) now or hereafter publicly known other than as a result of a breach of this Agreement by the Recipient;
 - (c) received from a third party not in breach of any of its confidentiality obligations; or
 - (d) independently developed by the Recipient without violation of any of the terms of this Agreement.
- 3) **Non-Disclosure and Non-Use of Confidential Information.** The Recipient covenants and agrees that it will hold in strict confidence and, except with the prior written consent of the Discloser, will not, directly or indirectly, (a) disclose Confidential Information to any person other than employees of the Recipient who have a need to know in connection with the Permitted Uses or (b) use Confidential Information for any purpose other than the Permitted Uses. The Recipient shall be liable for any breach of the terms of this Agreement by any of its employees. The Recipient shall take all reasonable actions, and shall take at least the same precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the accidental or other loss of any Confidential Information of the other Party. In the event of any loss or use or disclosure not authorized by this Agreement, the Recipient shall immediately notify the Discloser.
- 4) **Return.** Upon written request by the Discloser, the Recipient shall promptly return to the Discloser, and ensure that its employees promptly return, all documents or other tangible materials representing Confidential Information and all copies, reprints,

reproductions and translations thereof, including those existing in electronic form, and all notes, records, or documents made by any of them in whatever form to the extent they incorporate any Confidential Information. Upon request, an officer's certificate attesting that such actions have been completed, and that there are no tangible and/or electronic versions of the Confidential Information in their possession or control, shall be provided by the Recipient.

- 5) **No Transfer or Assignment to be Implied.** The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights by the Discloser to the Recipient to any Confidential Information disclosed pursuant to this Agreement.
- 6) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties agree to attorn to the non-exclusive jurisdiction of the Courts of Ontario.
- 7) **Remedies.** The Parties agree that money damages may not be a sufficient remedy for breach of this Agreement, and therefore, in addition to all other remedies available to the Parties in the event of a breach or a threatened breach of this Agreement by one Party, the other Party shall be entitled to seek specific performance and injunctive or other equitable relief. In addition to any other remedy available at law or in equity, the Parties consent to the entry of a temporary restraining order, injunction or other similar order or action of any judicial authority, without the necessity of posting a bond to enforce this Agreement
- 8) **Further Assurances.** Each Party agrees that upon the written request of the other Party, such Party will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other Party may from time to time reasonably request be done and/or executed and as may be necessary or desirable to give effect to this Agreement.
- 9) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supercedes any previous oral or written agreements, negotiations or discussions between the Parties regarding such subject matter. No amendment to this Agreement shall be binding on either Party unless it is in writing and signed by both Parties.
- 10) **Term of Agreement.** The obligations of the Parties under this Agreement shall survive any termination or expiry of this Agreement.

The Parties have caused this Agreement to be executed as of the Effective Date.

GRIP LIMITED


By: Karen Sampogna
Title: Group Director, Human Resources

School: _____

Signature: _____

Name: _____