

## CONFIDENTIAL DISCLOSURE AGREEMENT

1. This Agreement entered into between: \_\_\_\_\_  
**[Note: full legal name and address of head office to be inserted]**  
**(abbreviated name) “\_\_\_\_\_” and STARPLEX SCIENTIFIC INC.,**  
**(“STARPLEX”),** having its head offices at 50 Steinway Blvd., Etobicoke, Ontario, Canada, sets forth the terms and conditions by which each party agrees to disclose certain of its confidential information (hereinafter referred to as "INFORMATION") to the RECEIVING PARTY for use by the RECEIVING PARTY.

Each party shall be the "DISCLOSING PARTY" with respect to its own INFORMATION and the "RECEIVING PARTY" with respect to the INFORMATION received from the other party.

2. The INFORMATION to be supplied by DISCLOSING PARTY under the provisions of this Agreement relates to all information incidental to the purpose of disclosure as set out in Paragraph No. 1 and the INFORMATION belongs to the DISCLOSING PARTY and the Recipient has no proprietary interest therein.

INFORMATION includes any and all information, whether oral, written, in a physical embodiment or otherwise, which is disclosed for the purpose as set forth in Article 1 to RECEIVING PARTY.

3. RECEIVING PARTY agrees:
  - a. that a confidential relationship between DISCLOSING PARTY and RECEIVING PARTY has been established and to use the INFORMATION only for the purpose set forth in Article 1 hereof;
  - b. to treat the INFORMATION as being confidential and to protect the INFORMATION with no less care than the RECEIVING PARTY uses to protect its own proprietary information;
  - c. to restrict circulation and disclosure of the INFORMATION within its own organization to employees who have a need to know in connection with the "purpose" of the disclosure as set forth in Article 1, and to ensure that such employees are informed of the confidential nature thereof and agree to and are required to observe the provisions of confidentiality set forth herein;

- d. not to disclose the INFORMATION to any other party without the written authorization of DISCLOSING PARTY and such other party has agreed to be bound by the terms hereof.
  - e. not to reproduce the INFORMATION without the written authorization of DISCLOSING PARTY;
  - f. not to use the INFORMATION for its own benefit or permit the use thereof by others for their benefit or to the detriment of the DISCLOSING PARTY; and
  - g. to return the INFORMATION promptly upon request of DISCLOSING PARTY, or, in any event, upon termination or completion of this Agreement, together with any copies and/or negatives made thereof. Upon return of the INFORMATION, RECEIVING PARTY if it so desires, may retain in the files of its legal counsel, for archival purposes only, one copy of all materials returned so as to provide RECEIVING PARTY with a record of such disclosure.
4. DISCLOSING PARTY acknowledges that the RECEIVING PARTY shall not be liable for disclosure or use of INFORMATION:
- a. which was in the public domain at the time of its disclosure or becomes part of the public domain subsequent to time of disclosure under this Agreement through no fault of RECEIVING PARTY; or
  - b. which was known to RECEIVING PARTY at the time of disclosure; or
  - c. which is disclosed with the written approval of DISCLOSING PARTY; or
  - d. which is independently developed by RECEIVING PARTY without use of INFORMATION as evidenced by written records; or
  - e. which is rightfully furnished to RECEIVING PARTY by a third party; or
  - f. which is disclosed or required by judicial act after all available legal remedies to maintain the confidential information in secret have been exhausted; or
1. In addition to any and all remedies of the DISCLOSING PARTY hereunder or under applicable law, all of which shall be cumulative and exercisable concurrently, DISCLOSING PARTY shall be entitled to seek an injunction from a court of competent jurisdiction for the purpose of stopping or preventing any existing or anticipated breach of the terms of this Agreement, which rights shall not preclude the additional right of

DISCLOSING PARTY recovering damages for any breach In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable lawyer's fees and all costs of proceedings incurred in enforcing this Agreement.

6. No failure or delay by the DISCLOSING PARTY in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof exclude any other further exercise thereof or the exercise of any right, power or privilege hereunder.
7. This Agreement contains the sole and entire agreement between the parties related to the INFORMATION and supersedes any previous understandings, commitments or agreements, oral or written and any representation, promise or condition related to the subject matter hereof not contained herein shall not be binding on either party. This Agreement shall be governed by the laws of Ontario, Canada.
8. No license, express or implied, in the INFORMATION is granted to the RECEIVING PARTY other than to use the information in the manner and to the extent authorized by this Agreement.

The undersigned individuals executing this Agreement on behalf of their company hereby represent and warrant that they have the authority to make agreement on behalf of their company.

\_\_\_\_\_

Per: \_\_\_\_\_

**Name:**

**Title:**

**Date:**

**STARPLEX SCIENTIFIC INC.**

Per: \_\_\_\_\_

**Name:**

**Title:**

**Date:**