



QCL - Quality Compliance Laboratories, Inc.
Advocate of Quality & Excellence

CONFIDENTIALITY AGREEMENT

This Agreement is made in duplicate this 5th day of March, 2012 by and between **insert company name** with offices at **insert address** and **QCL - Quality Compliance Laboratories, Inc.** with offices at 11-145 Konrad Crescent, Markham, Ontario, Canada L3R 9T9. Either individually or collectively referred to as the “**Party**” or the “**Parties**”.

RECITALS:

WHEREAS, the Parties will be conducting discussion regarding a possible business relationship and will be required to disclose to each other certain proprietary and confidential information relating to their respective business, which is of non-public and confidential nature.

WHEREAS, the Parties desire to preserve the confidential nature of their respective information and to provide for the procedure whereby such Confidential Information will be protected from such unauthorized use and disclosure.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and other good and valuable consideration, the parties hereby agree as follows:

1. The Recitals shall form an integral part of this Agreement.
2. In this Agreement, the party disclosing the Confidential Information will be referred to as the “Disclosing Party” and the party receiving the confidential Information will be referred to as the “Receiving Party”.
3. “Confidential Information” shall mean, but is not limited to, all written and oral information relating to **insert company name** and QCL’s respective businesses, including but not limited to any information and data of confidential nature that is not generally available to others, such as proprietary, technical, operating, know-how and all other information necessary to fulfill the subject matter contemplated herein and either disclosed by **insert company name** to **QCL - Quality Compliance Laboratories, Inc.** or by **QCL - Quality Compliance Laboratories, Inc.** to **insert company name**.



4. Each Party agrees to receive Confidential Information from the other during the term of this Agreement and will hold in Confidential such Information, except:
 - A. information which the Receiving Party can establish by competent proof was in its possession at the time of disclosure and was not acquired, directly, from the Disclosing Party;
 - B. information which at the time of disclosure and was published or known publicly or was otherwise in the public domain;
 - C. information which after disclosure, is published or becomes publicly known or otherwise becomes part of the public domain, other than as a result of this Agreement; or
 - D. information which the Receiving Party receives with good title from a third party provided, however, that such information was not obtained by said third party, directly, from the Disclosing Party.
5. Each Party agrees that it will not use the other's Confidential Information relating to the above described project, which such party is required hereunder to keep confidential, for any purpose other than its evaluation of interest, and performance of its obligation in connection with, said project.
6. Each Party shall treat as strictly secret and confidential all Confidential Information of the other subject to the terms of this Agreement, shall use best efforts to protect such Confidential Information, and shall not disclosed (as described above), without the express written permission of the Disclosing Party. The Receiving Party shall use best efforts to ensure that its officer/s, director/s, employee/s or agent/s working with or otherwise having access to Confidential Information shall not be disclosed to person/s that do not have any direct need to know such Confidential Information in the performance of their corporate duties.
7. Each Party agree to promptly return to the other, upon written request, all written material, photographs, models, and other documents and things made available or supplied by the other to the Receiving Party and all copies thereof contain Confidential Information upon request of the Disclosing Party.
8. Each Party agree to inform all employees, directors, officers and agents to whom it discloses any information relative to the other company's information of the Confidential nature of the information



and their obligation, as the undersigned's employees, directors, officers and agents, not to engage in any activities which may constitute a breach of this Agreement.

9. The Parties obligation under this agreement shall expire ten years from the date of this Agreement or ten years from termination of any business relationship by written notice between the parties, whichever occur later. Each Party agrees that, after said date, it will make no claim against the other or any of its affiliates with respect to the agreement, except for patent, copyright or trademark infringement.
10. The provisions of this Agreement shall supersede and prevail over any other arrangements, either oral or written, as to the Confidential Information. This Agreement, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms hereof. This Agreement may not be amended except in writing, signed by the parties hereto or their duly authorized agents and shall be construed in accordance with the laws of the province of Ontario, Canada.
11. Accordingly, to protect the confidential and proprietary nature of materials and information belonging to Client that is or may be presented to **QCL - Quality Compliance Laboratories, Inc.**, QCL agrees:
 - A. To exercise in strict confidence and to refrain from using for its own benefit, except as may be authorized in writing by Client, any information or materials pertaining to projects conducted for Client, provided, however, that this obligation shall not apply to information that:
 - o was known to QCL, prior receipt thereof from or on behalf of Client; or
 - o is now or hereafter becomes publicly known without fault of QCL; or
 - o is disclosed to QCL by a third party not acting on behalf of or for benefit of Client.
 - B. To store safely all pertinent information and materials provided by Client. Any materials provided by Client, not consumed in testing, will be destroyed unless Client has requested their return by advance written request.
 - C. That no right or license under any patent or other intellectual property right now or hereafter, owned or rightfully acquired by Client shall inure to the benefit of QCL, its successors or assigns, as a result of information or materials provided to QCL by Client or developed by in connection with provided services for Client.



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D. In the event of any inspection by the regulatory agency/ies, QCL will notify Client before surrendering any active or stores information or materials.

12. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

QCL - Quality Compliance Laboratories, Inc.		Insert company name
Per:		Per: