

NONDISCLOSURE AND NONCIRCUMVENTION AGREEMENT

THIS AGREEMENT entered into as of the ___ day of _____ 2009, by and between **Soft Protector Ltd.**, corporation having an office and place of business at 655 Richmond rd., Suite#29, Ottawa, Ontario, K2A 3Y3, Canada (hereinafter called "SP") and _____ having a place on office and place of business at _____ (hereinafter called COMPANY).

WITNESSETH

WHEREAS, SP and COMPANY have had preliminary discussions relating to a potential business relationship; and

WHEREAS, in connection with such potential relationship, each party desires to furnish the other party certain business, technical and/or financial information concerning new materials technology that the Disclosing Party regards as proprietary; and

WHEREAS, each party when acting as the Disclosing Party is willing to furnish such information to the other party then acting as the Receiving Party, pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

1. "Proprietary Information" shall for the purpose of this Agreement, mean information disclosed by the Disclosing Party to the Receiving Party in written or other tangible form bearing a suitable legend identifying its proprietary or confidential nature.

1.1 Information that is first transmitted orally will also be considered as Proprietary Information if, within thirty (30) days of such first transmission, such information is reduced to written or other tangible form bearing a suitable legend identifying its proprietary nature. The parties will use reasonable efforts at the time of first oral disclosure to identify which information is proprietary.

1.2 In the event that the Disclosing Party furnishes sample products or other equipment or material to the Receiving Party, which are suitably marked to identify them as the Proprietary Information of the Disclosing Party, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information transferred pursuant to this Agreement.

2. Proprietary Information disclosed by the Disclosing Party to the Receiving Party shall be used by the Receiving Party solely for the purpose of evaluating the feasibility of a future business relationship with the Disclosing Party.

2.1 Except for the limited right to use granted above, no right or license, either express or implied, under any mask work, patent, copyright, trade secret, or Proprietary Information is granted hereunder.

3. The Receiving Party agrees to safeguard the transferred Proprietary Information by using reasonable efforts, consistent with those used in the protection of its own proprietary information of a similar nature, to prevent its disclosure to third parties.

4. Notwithstanding the foregoing provisions, this Agreement shall not restrict or affect the Receiving Party's rights to use or disclose information:
 - 4.1 that is or may hereafter be in the public domain through no fault of the receiving party; or
 - 4.2 that the Receiving Party can show was known to it prior to the disclosure by the Disclosing Party; or
 - 4.3 that is disclosed to the Receiving Party by a third party, without restrictions similar to these herein imposed, subsequent to disclosure by the Disclosing Party; or
 - 4.4 that is or may hereafter be disclosed by the Disclosing Party to a third party, without restrictions similar to those herein imposed, on disclosure or use; or
 - 4.5 that is independently developed by the Receiving Party without the use of the Proprietary Information.
5. If Proprietary Information is required to be disclosed pursuant to governmental or judicial process, notice of such process shall be promptly provided to the Disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure.
6. The obligations of the Receiving Party under the terms of this Agreement shall expire five (5) years from the date hereof or three years after the last disclosure under this Agreement, whichever is later.
7. Each party warrants that it has the right to disclose the information actually disclosed under this Agreement without obligation to any third party. Neither party makes any warranty or representation as to the accuracy or completeness of the information disclosed. Neither party, nor its employees or agents, shall have any liability to the other party, their agents or employees resulting from the Receiving Party's use of such information. In no event shall either party be liable for incidental or consequential damages based on this Agreement or the information transferred hereunder.
8. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement with respect to disclosures made after the effective date of such termination, provided, however, that such termination shall not affect the Receiving Party's obligations relative to Proprietary Information transferred prior to the effective date of such termination.
9. The Receiving Party shall, upon the written request of the Disclosing Party, exert reasonable efforts to return all documents containing Proprietary Information furnished by the Disclosing Party pursuant to this Agreement except the Receiving Party may retain a copy for archival purposes only.
10. This Agreement shall be governed by and interpreted under the laws of Ontario, Canada and may not be superseded, amended or modified except by written agreement between the parties.
11. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the treatment of information to which this Agreement relates.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties to become effective as of the date first written above.

By: _____
Typed Name:
Title:
Date:

Soft Protector Ltd.

By: _____
Typed Name:
Title:
Date: _____