

Between

**Organic Formulations Canada-USA Ltd.
dba Organic Trader Canada-USA
or company affiliates / legal assignee**

and

'Contracting Party'

**CONFIDENTIALITY,
NON-CIRCUMVENTION
AND NON-DISCLOSURE
AGREEMENT**

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Confidentiality Agreement

Details of the Agreement

Date of the Agreement

This Agreement is made on,

Parties to the Agreement:

**Organic Formulations Canada-USA Ltd. dba Organic Trader Canada-USA
of Cowichan Bay, British Columbia**

("Disclosing Party")

and

("Contracting / Recipient Party")

Background to the Agreement

- A. The Disclosing Party possesses the Confidential Information. The Recipient Party is given access to the Confidential Information for the Specified Purpose.
- B. The Disclosing Party has agreed to disclose the Confidential Information to the Recipient Party subject to the terms and conditions of this Agreement.

The parties agree as follows:

1. Access

The Recipient Party acknowledges that the Recipient Party may be given access to certain Confidential Information of the Disclosing Party for the Specified Purpose.

2. Obligation of Confidentiality

In consideration of the Disclosing Party allowing the Recipient Party to have access to the Confidential Information, the Recipient Party agrees that it will keep and will ensure that its employees keep confidential the Confidential Information unless and until the parties agree that the Confidential Information is in the public domain other than by a breach of this Agreement.

3. Duties of Recipient Party

3.1 Non-Disclosure and Use

The Recipient Party will not and will ensure that its employees do not: disclose any of the Confidential Information to any other person without the prior written consent of the Disclosing Party; or use all or any of the Confidential Information otherwise than for the Specified Purpose.

3.2 Uncertainty

If the Recipient Party is uncertain as to whether any information is Confidential Information, the Recipient Party will treat the information as if it were Confidential Information and as not being in the public domain unless and until the Disclosing Party agrees in writing that the information is in the public domain.

3.3 Precautions

The Recipient Party will take all reasonable precautions to maintain the confidentiality of and to prevent the disclosure or use of the Confidential Information.

3.4 Unauthorised Disclosure or Use

The Recipient Party will immediately notify the Disclosing Party of any unauthorised disclosure or use of the Confidential Information of which the Recipient Party becomes aware and will take all steps which the Disclosing Party may reasonably require in relation to such unauthorised disclosure or use.

3.5 Return of Confidential Information

At the conclusion of the Specified Purpose or upon the written request of the Disclosing Party, at its own expense, the Recipient Party will immediately deliver to the Disclosing Party all records and materials (and copies of those records and materials) containing or embodying the Confidential Information that are in the possession of the Recipient Party, its employees and any person to whom the Recipient Party has disclosed all or any of the Confidential Information (whether or not with the consent of the Disclosing Party).

4. Exceptions

The Recipient Party will not be bound to keep confidential any information if and to the extent that: the information is, or becomes part of the public domain otherwise than by breach of this Agreement by the Recipient Party; the information is lawfully obtained by the Recipient Party from another person without any restriction as to use and disclosure; the information was in the Recipient Party's possession prior to disclosure to it by the Disclosing Party; the information is required to be disclosed by the operation of any law, stock exchange, judicial or parliamentary body or governmental agency; the Disclosing Party has authorised in writing the disclosure of the information; or the information is disclosed by the Recipient Party to its professional advisers who have agreed to keep confidential the Confidential Information.

5. Remedy

The Recipient Party acknowledges and accepts that the Disclosing Party would suffer financial and other loss and damage if the Confidential Information were disclosed to any other person or used for any purpose other than the Specified Purpose and that monetary damages would be an insufficient remedy. The Recipient Party acknowledges and accepts that, in addition to any other remedy which may be available in law or equity, the Disclosing Party is entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement. The Recipient Party will immediately reimburse the Disclosing Party for all costs and expenses (including legal costs and disbursements on a full indemnity basis) incurred in enforcing the obligations of the Recipient Party under this Agreement.

6. Indemnity

6.1 Indemnity for Costs

The Recipient Party indemnifies the Disclosing Party against all costs, expenses, actions or claims directly or indirectly incurred or suffered by the Disclosing Party as a result of any breach of this Agreement by the Recipient Party.

6.2 Scope of Indemnity

The indemnity in clause 6.1 extends to and includes all costs, damages and expenses incurred by the Disclosing Party in defending and/or settling any such costs, expenses, actions, suits proceedings, claims or demands (including legal costs and disbursements on a full indemnity basis).

7. Cumulative Rights

The rights arising out of this Agreement do not exclude any other rights of either party.

8. Enforceability

8.1 Effect of Ineffectiveness on Part of the Agreement

Any clause or part of a clause of this Agreement which is Ineffective in any jurisdiction is Ineffective only to that extent in that jurisdiction.

8.2 Severance of Ineffective Parts of the Agreement

Where any clause or part of a clause is Ineffective it may be severed without affecting any other part of this Agreement.

9. Waiver

9.1 No Waiver Except by Notice in Writing

No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right.

9.2 No Waiver of Subsequent Breaches

A waiver by one party under clause 9.1 does not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

9.3 No Waiver by Extension or Forbearance

A party does not waive its rights under this Agreement because it grants an extension or forbearance to the other party.

10. Variation

A variation of this Agreement will be in writing and signed by the parties.

11. Governing Law and Jurisdiction

11.1 Governing Law

This Agreement is governed by the laws of the place set out in item 3 of the Schedule.

11.2 Jurisdiction

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the place set out in item 3 of the Schedule.

12. Definitions

In this Agreement:

"Confidential Information" means in respect of the Disclosing Party any confidential financial, business or other information created before, on or after the date of this document, whether in writing or otherwise, in the possession of, or concerning, that party or any Related Corporation of that party, including without limitation such information:

- (a) created by the Disclosing Party or any of its Associates;
- (b) which has been obtained by or given to the recipient Party or any of its Associates in the course of the Specified Purpose; and
- (c) which has been obtained by or given to the recipient Party from or on behalf of any third party, but excludes information which is in the public domain at the date of this document, or comes into the public domain after the date of this document other than as a result of breach of an obligation of confidentiality. In respect of the Disclosing Party, the identity of the Disclosing Party and its involvement in the transaction referred to in the schedule shall be deemed to be confidential Information of the Disclosing Party.

"Ineffective" means void, illegal or unenforceable; and

"Specified Purpose" means the purpose set out in item 2 of the Schedule.

13. Execution Clauses

Executed and Accepted as an Agreement by the parties

Executed by

Director _____

Name of Director, please print

Director/Secretary _____

Name of Director/Sec, please print

Accepted by Organic Formulations Canada-USA Ltd.

Director _____

Name of Director, please print

Director/Secretary _____

Name of Director/Sec, please print

Schedule

Item 1 — Description of subject matter of Confidentiality Obligation (Clauses 1 and 12); All information regarding the identity and activities of the Disclosing Party and its clients.

Item 2 — Purpose of disclosure (Clauses 1 and 12): To explore a possible commercial relationship within the nature of the Confidential Information and in particular identify opportunities for acquisition of assets by the receiving party.

Item 3 — Place of Proper Law of Agreement (Clause 11): Province of British Columbia

Item 4 — This breach of contract terms will immediately effect a license fee per breach per product against all involved parties personally or corporately, and will be noticed to the parties in a Commercial Affidavit of Claim, registrable in the local court of the jurisdiction.