

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

**Details of the Agreement:**

Includes 8 pages total, including Schedule at page 7 & Signatures at page 8/8.

**Date of the Agreement:**

This Agreement is executed upon, \_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

**Parties to the Agreement:**

**as "Disclosing Party" / "Organic Trader™ Canada" / "OTC"**

Organic Formulations Canada-USA Ltd.  
dba Organic Trader™ Canada (250) 929.1929  
of: 1681 Cowichan Bay Road, PO Box #31,  
Cowichan Bay, British Columbia  
Canada V0R1N0  
C.B.N. 85403 1994 BC0001

and

**as "Contracting / Recipient Party"**

\_\_\_\_\_ (registered company name/names)

dba \_\_\_\_\_ (trade name)

of: \_\_\_\_\_ (business address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (registered business/tax #)

Name of person conducting this document: \_\_\_\_\_

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## **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 Materials of the Disclosing Party for the Specified Purpose. 'Confidential Obligation' is defined in Schedule; Item 1.

**2. Obligation of Confidentiality**

In consideration of the Disclosing Party allowing the Recipient Party to have access to the Confidential Information/Materials, the Recipient Party agrees that it will keep and will ensure that its employees keep confidential the Confidential Information unless and until OTC agrees 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 OTC as the Disclosing Party; or use any of the Confidential Information otherwise than for the Specified Purpose, 13 Item 2, nor at any time circumvent OTC by going directly to any OTC supplier.

**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) or samples 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.

##### **5.1 In Event of Breach of Confidence**

A breach of confidence in these contract terms will immediately effect a license fee per breach - per trade secret/product/proprietary information provision breached - against all involved parties personally or corporately, and will be noticed to the breaching parties, first by a Cease & Desist, then in a Commercial Affidavit of Claim with an accounting of the amount of damages to Organic Trader Canada. In the event of a breach, the amount is registrable against the offending Contracting / Recipient Party in the local or foreign court of all applicable jurisdictions.

#### **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**

Any 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 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. Schedule**

**Item 1** — Description of Confidentiality Information, as subject matter of this 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 with Organic Trader Canada to enhance the Contracting / Receiving Party's business within the intention and scope of this Agreement. Any additional Purpose of Disclosure, is added below:

**Item 3** — Place of Proper Law of Agreement (Clause 11): Duncan, Province of British Columbia. If Contracting / Receiving Party is out of/in Canada, then any court

filings will be made in the jurisdiction of the City of Duncan, B.C., or the Contracting / Recipient Party will upfront fully pay the travel costs for OTC and legal counsel.

## **Item 1. Confidentiality Obligation**

Item 1.1 In the occasion of Organic Trader Canada providing samples, it is herein explicitly agreed that the provided samples are the proprietary property of Organic Trader Canada and provided exclusively for tactile/touch sampling, and only by the Contracting / Recipient Party, not any third party, unless otherwise agreed in writing by a Director of OTC.

Item 1.2 The Contracting / Recipient Party agrees not to copy, duplicate nor perform any unauthorized modifications to any formulations, written, spoken or copyright content, trademarks, nor sales materials. It is understood that to do so is a violation of these terms and will constitute damages to Organic Trader Canada's trade secrets and assets in respect to years of work and investment to create trade secrets, proprietary and intellectual property, research and development. The Contracting Party further agrees to strictly hold all confidential, company or proprietary information and trade secrets ("confidential information") in trust and secret confidence, for the minimum period of 7 years after the end of contracted business dealings.

Full public notice of Organic Trader Canada payment and legal terms and conditions, along with a copy of this Confidentiality, Non-Disclosure and Non-circumvention Agreement are available at the web site; [www.organicformulations.ca](http://www.organicformulations.ca) 'Legals...' at the link, at the bottom of the main web page.

Item 1.3 The Contracting / Recipient Party agrees to NEVER use, alter, present or share any Organic Trader trade secrets, proprietary business information, processes, methods, mechanisms, formulations, products, samples nor any other information or material proprietary to Organic Trader, at any time, to another person, business, marketer, chemist or manufacturer, in any region, country or jurisdiction without express written permission from OTC. Nor will the Contracting / Recipient Party ever, directly or indirectly contact any OTC raw material/logistics suppliers, past staff, or current staff in any capacity outside the scope of current & relevant OTC business matters, without express written consent from an Organic Trader Canada Director.

Thank-you.

**Execution Clauses continued on next/final page, page 08.**

**14. Execution Clauses**

**Complete this Agreement**, by each Contracting Party initialing each of the first 7 pages, then placing the proper signatures/seals on this page 08 - **then please courier directly, or fax all completed 8 pages of this entire document, to fax #: (250) 929.0026**

**It is the responsibility of the Contracting/ Recipient Party to follow up to ensure receipt of this document by OTC.**

**Executed and Accepted as an explicit Agreement by the Parties**

*I have read, understand and fully agree to all the provisions within this Agreement.*

Businessperson: \_\_\_\_\_ (signature)

Name of Businessperson, print: \_\_\_\_\_,

Trade Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

or, if a company;

Registered Company Name: \_\_\_\_\_

Registered Company Address: \_\_\_\_\_

\_\_\_\_\_

Provincial/State/Federal Registration #: \_\_\_\_\_

Corporate Tax#: \_\_\_\_\_ (attach copy of originals)

CEO/Director: \_\_\_\_\_ (signature)

Name of CEO/Director, please print: \_\_\_\_\_

Additional Director: \_\_\_\_\_ (signature)

Name of Director, please print: \_\_\_\_\_

Additional Project Manager 'PM': \_\_\_\_\_ (signature)

Name of PM, please print: \_\_\_\_\_

**Accepted by, Disclosing Party / Organic Trader™ Canada**

CEO & Director: \_\_\_\_\_

Name of Director: Joseph Borkovic