MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This mutual non-disclosure and confidentiality agreement (this "**Agreement**"), dated _____ ("**Effective Date**"), by and between **HACCPCanada Foodsafety Inc.** ("**HACCPCanada**"), a corporation registered in British Columbia, Canada (BC 0972472) having a business address at **2475 Dobbin Road, West Kelowna, British Columbia, V4T 2E9**, and *Enter Company Name* _____ (the "**Second Party**" and together with HACCPCanada, the "**Parties**"), located at *Enter company Address* _____.

Whereas the Parties wish to explore and enter into certain business transactions (the "**Subject Matter**") in connection with which each Party has disclosed and/or may further disclose its Confidential Information (as defined in Section 1.1) to the other Party. This Agreement is intended to allow the protection of each Party's Confidential Information (including any Confidential Information previously disclosed to the other Party) against unauthorized use or disclosure.

In consideration of the above premises and the mutual promises contained herein, the Parties agree as follows:

1. **Definition of Confidential Information**.
    1.1. As used in this Agreement, the term "**Confidential Information"** means any information or data, of any kind or nature whatsoever, relating to or otherwise pertaining to a disclosing Party (the "**Discloser**") and/or any of the Discloser's subsidiaries, affiliates, agents, assigns or representatives, the Discloser's activities, employees, customers, subscribers, business, affairs, operations systems, software and any other information disclosed and/or otherwise made available to the other Party (the "**Recipient**"), in any form whatsoever, including any and all analyses, compilations, studies, reports or other documents prepared by the Discloser, or by its directors, officers, employees, advisers, affiliates, agents or representatives, all information relating to or otherwise pertaining to any trade secret, invention, idea, know-how, technical, financial and business information, business plans or processes, information provided by third parties to the Discloser under an obligation of confidentiality, and all information which the Recipient has been exposed to in connection with the Subject Matter. For greater certainty, all information exchanged between the Parties is to be considered Confidential Information, unless specifically stated otherwise. "**Confidential Information**" will also include this Agreement.
    1.2. The provisions of this Agreement shall not apply to information which (i) is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the Discloser; (ii) is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors or agents; (iii) is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; (iv) is approved for release (and only to the extent so approved) by the Discloser; or (v) subject to Section 3, is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

2. **Non-Disclosure and Non-Use Undertakings**.
    2.1. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.
    2.2. The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers or consultants of the Recipient having the need to receive such Confidential Information for the Subject Matter, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient pursuant to this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.
    2.3. The Recipient will not use any Confidential Information for any purpose other than the Subject Matter and will not use any Confidential Information for obtaining any intellectual property rights for the Recipient or to divert or attempt to divert any business, supplier or customer of the Discloser.

2.4. The Confidential Information shall not be mechanically copied or otherwise reproduced by the Recipient without the express prior written permission of the Discloser, except for such copies as the Recipient may be required to provide the Subject Matter. All copies shall contain, on reproduction by the Recipient, the same proprietary and confidential notices and legends which appear on the original Confidential Information, unless expressly authorized otherwise by the Discloser prior to reproduction.

3. **Restrictions**. To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to cooperate with the Discloser in seeking such order or remedy. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable, written assurances that confidential treatment will be accorded to such Confidential Information.

4. **Other Matters**.
   4.1. Neither this Agreement, nor either Party's performance under this Agreement, will transfer to the Recipient, or be construed to grant the Recipient, any proprietary right, license title, interest, licence or claim in or to any of the Confidential Information, other than the right to use the same strictly for the Subject Matter in accordance with the terms of this Agreement. The Recipient acknowledges and agrees that the Discloser is and shall remain the full and exclusive owner or licensee of the Confidential Information and the intellectual property rights thereto, including but not limited to derivatives, alterations, modifications and other changes thereto, whether made by the Discloser or the Recipient.
   4.2. The Recipient shall not use the name or any trademark of the Discloser in any manner, including, without limitation, in any press release or other advertising materials of the Recipient or any of its affiliates, without the prior written consent of the Discloser, which consent may be rejected or withdrawn at the Discloser's sole discretion. For the removal of doubt, an Authorization to Use Corporate Logos shall constitute written consent.
   4.3. Each Party represents and warrants to the other Party that it has the legal power and authority to enter into and perform under this Agreement.
   4.4. Nothing contained in this Agreement shall be construed as creating any obligation or any expectation on either Party to enter into a business relationship with the other Party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

5. **Equitable Relief.** The Recipient agrees that, in the event of any breach of any provision hereof, the Discloser may, or will, not have an adequate remedy in money or damages. The Recipient therefore agrees that, in such event, the Discloser shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction. Such injunctive relief will in no way limit the Discloser's right to obtain other remedies available at law or in equity. No failure or delay by the Discloser hereto in enforcing any right, power or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power or privilege.

6. **Entire Agreement**. This Agreement consists of the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior written or oral agreements with respect hereto. This Agreement may not be modified except by written instrument signed by a duly authorized representative of each party hereto.

7.   **Assignment**. Neither this Agreement nor any of the rights or obligations hereunder may be assigned in whole or in part by either Party except by express written consent by a duly authorized representative of the other Party, provided that HACCPCanada may assign this Agreement in conjunction with a sale of its business as a going concern.

8.   **Governing Law**. This Agreement will be governed by, and construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9.   **Severability**. In the event that any covenant, condition, term, restriction or other provision contained in this Agreement, or any portion thereof, shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be fully severable from this Agreement and the other provisions hereof will remain in full force and effect and will be liberally construed to carry out the provisions and intent hereof.

10.   **Term and Survival**.
    10.1.   This Agreement will commence upon the Effective Date and terminate on the expiry or termination of any engagement in relation to the Subject Matter between the Parties. Upon termination or expiry of this Agreement, the Recipient (i) will cease to use the Confidential Information received from the Discloser, (ii) within thirty (30) days after the date of termination or expiry of this Agreement, will return to the Discloser all original Confidential Information thereof then in its possession or control, (iii) if the Discloser requests in writing, within thirty (30) days after the date of termination or expiry of this Agreement, will return to the Discloser all copies of the Confidential Information requested by the Discloser, (iv) if no request from the Discloser has been received within thirty (30) days of the termination or expiry of this agreement for the return of any copies of the Confidential Information, will destroy all copies thereof then in its possession or control and (v) upon the written request of the Discloser, will furnish the Discloser with written certification of such destruction.
    10.2.   The obligations of confidentiality and restricted use contained herein will survive for a period of five (5) years from the date of receipt of any Confidential Information from the Discloser under this Agreement.

11.   **Counterparts**. This Agreement may be executed by facsimile or other electronic means, in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first set forth above.

HACCPCanada Foodsafety Inc.   *Enter Company Name*

Chief Executive Officer

Enter Signor Name
Enter Signor Title