

MUTUAL PROPRIETARY INFORMATION NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2015 by and between R&M PLASTICS PRODUCTS LTD. (hereinafter R&M) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­(hereinafter “Supplier”).

WHEREAS, R&M may disclose certain proprietary information to Supplier as described herein, and desires to provide for a procedure whereby such proprietary information will be protected from unauthorized use or disclosure;

WHEREAS, the Supplier may disclose certain proprietary information to R&M as described here, and desires to provide for a procedure whereby such proprietary information will be protected from unauthorized use or disclosure;

NOW, THEREFORE, the supplier and R&M together (hereinafter “Both Parties, Either Party or Other Party”) mutually agree as follows:

1. The “Proprietary Information” disclosed under this Agreement is as follows: **R&M**: *Disclosure of general production practices & products, including drawings and samples*; **Supplier**: *Disclosure of products, including drawings and samples*;
2. **Both Parties** will hold any Proprietary Information in confidence, and will use such information only for the purpose of its business relationship with each other and will make such information available only to such of its employees as have a “need to know” in order to carry out their functions in connection with such business. Unless authorized in writing by **Both Parties** will not otherwise use or disclose such Proprietary information throughout the term of this Agreement.
3. It is further understood and agreed that **Both Parties** will not copy or appropriate any Proprietary Information or sell and Proprietary Information to any third party, and shall not seek patent, trademark, or copyright protection for any Proprietary Information.
4. It is further agreed that the **Supplier** will indemnify and hold **R&M** safe and harmless from any breach of this Agreement.
5. Under this Agreement it is **“Both Parties”** duty to hold Proprietary Information in confidence expires on the date, which is five years after the date of this Agreement.
6. This Agreement imposes no obligation upon either party with respect to information that: “(i) was **either parties** possession before this Agreement; (ii) is or becomes a matter of public knowledge through no fault of **either party**; (iii) is rightfully received by **either party** from a third party without a duty of confidentiality on the third party; (iv) is disclosed by discloser to a third party; (v) is disclosed under operation of law or (vii) is disclosed by **either party** with the other parties prior written approval.
7. This Agreement does not create any agency or partnership relationship.
8. All additions or modifications to this Agreement must be made in writing and must be signed by both parties
9. This Agreement is made under, and shall be construed according to the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

R&M PLASTIC PRODUCTS LTD. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_