

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement, made on _____ by and between RMF Design and Manufacturing Inc. (hereinafter referred to as "RMF"), and _____, (hereinafter referred to as "The Customer").

In consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereto agree as follows:

1. The Customer and RMF, through their respective representatives have been engaged or will engage in discussions concerning knowledge, information and ideas relating to products of The Customer (currently developed or to be developed) and RMF, business relationships of The Customer and RMF and their respective customers and suppliers (hereinafter referred to as "Confidential Information"). The Confidential Information shall not include the following:

- (a) information which, at the time of disclosure, had been previously published generally to the public;
- (b) information which is published generally to the public after disclosures unless such publication is a breach of this Agreement;
- (c) information which, prior to disclosure to a party, was already in possession of that party as evidenced by written records kept in the ordinary course of business, or by proof of actual use; or
- (d) information which, subsequent to disclosure, is obtained by a party from a third person lawfully in possession of such information, and not in violation of any contractual, legal or fiduciary obligation owed to a party hereto with respect to such information.

2. Both The Customer and RMF are to maintain the confidentiality of the Confidential Information which The Customer and RMF have received from each other or may receive from each other in the future. Both The Customer and RMF agree that all disclosures of Confidential Information, whether written or oral, made by each party to the other, whether before, at, or after the date of this Agreement, are subject to the terms and conditions hereof.

3. Both The Customer and RMF shall treat strictly secret and confidential all Confidential Information, and shall not disclose or use any Confidential Information, except to the extent already publicly known, without the express written permission of the other party.

4. Both The Customer and RMF shall be responsible for maintaining the secrecy and confidentiality of the Confidential Information, and shall use their best efforts so that their officers, employees or agents working with or otherwise having access to the Confidential Information shall not disclose or make use of such information. Further, both The Customer and RMF agree that the Confidential Information shall not be disclosed to persons in either of their respective organizations not directly involved in these discussions.

5. Both The Customer and RMF agree to return to the other party, on written request, all materials containing or representing any Confidential Information.

6. In the event of breach of any provisions of the Agreement, the aggrieved party shall be entitled to seek injunctive relief, in addition to damages, for the breach thereof.

7. The provisions of this Agreement shall supersede and prevail over any other arrangement, either oral or written, as to the Confidential Information. This Agreement may not be amended except in writing signed by the parties hereto or their duly authorized agents and shall be construed in accordance with the laws of Ontario.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

The Customer:
Inc.:

RMF Design and Manufacturing

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____