



Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into this ___ day of _____, 2016 ("Effective Date") by CiF Lab Solutions LP ("CiF"), having its principal place of business at 53 Courtland Ave., Vaughan, ON, L4K 3T2.

WHEREAS, CiF desires to allow Dealer access to CiF's website to enable Dealer to easily and efficiently obtain information and specifications regarding CiF's products, and Dealer desires to obtain such access and information to enable it to more effectively market and sell CiF products; and

WHEREAS, CiF is willing to provide such access and information to Dealer and Dealer is willing to receive such access and information subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Confidential Information.** The term "Confidential Information" shall mean and include that technical and non-technical information disclosed by CiF to Dealer relating to: (a) CiF's website, information system, and related software and discs, and any data and information contained therein, (b) information and specifications on CiF's products, and their design, cost, manufacture, marketing, and sale, and (c) the existence, terms and subject matter of this Agreement. Confidential Information shall not include information that: (i) is in or enters the public domain through no improper action or inaction by Dealer, or (ii) was in Dealers possession or known by Dealer prior to receipt from CiF, or (iii) is rightfully disclosed by Dealer by a third party, or (iv) is approved for disclosure in writing by CiF for release by Dealer or (v) is developed by Dealer without reference to the Confidential Information, or (vi) is required to be disclosed by Dealer in compliance with applicable laws or court order.
2. **Nondisclosure.** Dealer shall not distribute, disseminate, publish or disclose the Confidential Information to any person, or entity not employed or retained by Dealer or the use of the Confidential Information for any purpose other than to further the marketing and sale of CiF products. Dealer will disclose the Confidential Information only to those individuals employed by Dealer who need to know such Confidential Information.
3. **Term.** The parties agree that the foregoing obligations of confidentiality and non-disclosure shall terminate five (5) years from the Effective Date of this Agreement.
4. **Ownership/Return of Confidential Information.** Dealer agrees and acknowledges that the Confidential Information is the property of CiF, and upon termination of this Agreement all rights to the use and ownership of the Confidential Information shall be retained exclusively by CiF. In the event that CiF requests that Dealer return any of its Confidential Information, Dealer agrees to return all of the Confidential Information delivered to it, and each copy or duplicate thereof, within thirty (30) days of the date of the request thereof.

5. Miscellaneous.

- (a) Entire Agreement. This Agreement supersedes all prior and contemporaneous negotiations, agreements, discussions and writings and constitutes the entire Agreement between the parties with respect to subject matter hereof.
- (b) Modification. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right hereunder will be deemed a waiver.
- (c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- (d) Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered and deemed received as follows: (i) by personal delivery or by facsimile (with electronic confirmation) during the recipient's normal business hours, in which case it shall be deemed received at the time of such delivery or facsimile as the case may be; (ii) by certified or registered mail, in which case it shall be deemed received on the date such return receipt is signed; or (iii) by prepaid nationally recognized overnight courier by next day delivery, in which case it shall be deemed received on the day following the date of deposit with such courier. Any such notice shall be addressed to the parties at the following addresses (or at such other address as either party shall specify to the other by notice given pursuant to this Section):

If to CIF: CiF Lab Solutions LP
 53 Courtland Ave.
 Vaughan, ON L4K 3T2
 Attention: General Manager
 Facsimile: (905) 738-6537

- (e) Binding Effect/Assignment/Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Dealer shall not assign this Agreement without the express written permission of CIF. Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

- (f) Time of Essence. Time is of the essence as to all of the terms of this Agreement.
- (g) Governing Law. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.
- (h) Waiver. The waiver of either party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- (i) Severability. The provisions of this Agreement shall be deemed severable from each other, and, if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.
- (j) Enforcement. Should any legal proceedings be commenced to secure or enforce any right under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs, in addition to all other relief to which the prevailing party may be entitled at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

CIF LAB SOLUTIONS ("CIF"),

Dealer

By: _____

By: _____

Title: _____

Title: _____