



## **Addiflex Degradable Plastic Additives**

### **NON-DISCLOSURE AND NON-ANALYSIS AGREEMENT**

Add-X Biotech AB located at the address Klangfärgsgatan 16, SE-426 52 Västra Frölunda, Sweden, and its appointed representative, Anders Lumberg, and Green Club Inc., located at the address 502-100 Adelaide St. West, Toronto, Ontario, Canada and its appointed representative, Earl Chapman, have entered into following agreement.

#### **Background**

Add-X Biotech AB and ..... have been discussing the possibility of a future business relationship concerning the Project (as defined below.) In order to facilitate the further discussion, the parties have agreed to disclose confidential information and to perform certain tests relating to the AddiFlex material. To preserve the high value of the information and the material, the parties have agreed that the following agreement shall govern the confidentiality of the information and the tests.

1. Each party may disclose to the other party confidential and/or proprietary information (hereinafter "the Information") including but not limited to trade secrets, business practices and customer information. It is understood and agreed that these disclosures are made for the exclusive purpose of furthering the receiving party's information about a possible business relationship concerning the AddiFlex<sup>®</sup> project (hereinafter "the Project")
2. All Information identified as confidential and disclosed there under shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights thereto except as set forth herein.
3. When receiving the Information each party agrees to maintain all such Information in strict confidence and to use at least the same measures to protect the same as that party uses to protect its own confidential information, including but not limited to:
  - restricting the information's availability to employees, agents or consultants of the receiving party with a need to know, and making such disclosure only after they have agreed to abide by the terms and conditions of this Agreement,
  - prohibiting duplication of any such information without the prior written consent of the disclosing party, and
  - taking all necessary and reasonable precautions to prevent unauthorised disclosure.

4. With respect to the obligations of the receiving party to the protection and use of the Information, no obligations shall be imposed upon the receiving party with respect to any portion of said Information, which the receiving party can show
  - (a) corresponds in substance to Information in the receiving party's possession, in written or recorded forms, prior to the receiving party's receipt of the same Information from the disclosing party; or
  - (b) at the time of disclosure is, or thereafter becomes through no act or failure to act on the part of the receiving party, part of the public domain by publication or otherwise or
  - (c) that it is required to disclose to the minimum extent required to do so by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.
5. The parties each agree not to undertake or have undertaken any analysis on the products or the technology supplied by the other parties to determine structure or composition or otherwise to perform tests not authorised by other party without the prior written consent of the other party. Test procedures shall be mutually agreed prior to testing.
6. The parties agree to disclose to each other, the results of the tests performed in connection with the Project. The parties each agree to take all appropriate steps to maintain and protect the confidential nature of the results. It is explicitly agreed that the composition of the material AddiFlex as well as the manufacturing process used to produce AddiFlex shall not be the subject of any test and that all information relating to the composition and manufacture of AddiFlex shall remain the exclusive property of Add-X Biotech AB
7. Both parties may only make such copies as are strictly necessary for the purposes identified in 1. above and for disclosures that are not in breach of this agreement. All copies will clearly be marked as confidential.
  - 7.1 On the written request of either party the other will supply to the requester a list showing to the extent practical: -
    - 7.1.1 where copies that have been supplied are held;
    - 7.1.2 copies that have been made by the other party and where they are held; and
    - 7.1.3 the names and addresses of the people to whom Information has been disclosed and a copy of the confidentiality undertakings signed by them complying with the provisions of this agreement.
8. All products and any residue thereof remaining after the tests are completed shall returned to the disclosing party no later than one hundred twenty (120) days from the effective date shown above, or shall be destroyed by the receiving party.

9. Both parties will indemnify each other and keep the other harmless against all costs, losses or expenses resulting from any breach or non-performance of any of their obligations under this agreement.
10. Neither party shall make or permit others to make any reference to the subject matter of the Agreement, or the Information or use the name of the other party in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of the other party and such consent shall not be unreasonably withheld or delayed.
11. This document states the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements and representations of the parties, oral or written, and may only be amended in writing when signed by duly authorised representatives of both parties.
12. This agreement cover all Information exchanged between the parties relating to the Project, including any Information that may have been disclosed prior to signing of the agreement. The agreement and the obligation of confidentiality shall remain in force for a period of ten (10) years after the date of the last disclosure of Information,
13. Any dispute in relation to this Agreement shall be resolved by the common court of the country of the first defendant, i.e. if suit is first brought by Add-X Biotech the dispute including all counterclaims shall be resolved by ..... courts applying ..... law and if suit is first brought by ..... the dispute including all counterclaims shall be resolved by Canadian courts applying Canadian law.

In witness whereof, the undersigned has caused this Agreement to be executed on its behalf by representatives empowered to bind the part with respect to the undertaking and obligations contained herein. This Agreement is made effective by the latest date of acceptance by either party as indicated below.

Date\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Earl Chapman

\_\_\_\_\_  
/...../

Green Club Inc.

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Executive Director