

Mutual Non-Disclosure & Stand Still Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made between Adroit Investments L.L.C. (“AIL”) and _____ (“Company”) these companies, which may sometimes hereinafter be referred to as (“the parties”)

It is understood and agreed to that the parties would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

The confidential information to be disclosed under this Agreement (“Confidential Information”) can be described as and includes:

1. Technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is:

- (a) Disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or
 - (b) Disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.
2. The parties shall use the Confidential Information only for the purpose of evaluating potential business, employment and/or investment relationships.
 3. The parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, agents, advisors, funders, bankers, consultants and/or employees having a need to know. The parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
 4. This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party; or (e) is independently developed.
 5. The parties warrant that they have the right to make the disclosures under this Agreement.
 6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
 7. The Company will not, without the prior written consent of “AIL” for a period of forty five days (45), enter into any agreement regarding, or negotiate with, solicit, encourage, or furnish information to, or participate in any discussion with, any person, entity or organization in connection with any proposal for a business combination or acquisition or purchase involving any of such persons or entities, the Assets or the Stock, and the Company will immediately terminate any present discussions or negotiations concerning the same.
 8. Both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated

herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

9. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
10. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
11. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the Alberta, Canada. In the event that this agreement, is breached, any and all disputes must be settled in a court of competent jurisdiction in the Province of British Columbia, Canada.
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Adroit Investment L.L.C (AIL)

Name: _____

Signature: _____

Date: _____

_____ **(Company)**

Name: _____

Title: _____

Signature: _____

Date: _____