

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into as of this ____ day of _____, 20__ (“Effective Date”), by and between Delta Controls Inc, a Canadian corporation, having its business office at 17850 - 56th Avenue, Surrey, British Columbia, Canada V3S 1C7 and _____, a _____ corporation, having its principal office at _____ (collectively the “Parties”)

WHEREAS, for the purpose of _____ (“Purpose”), either Party may disclose Confidential Information (as defined below) to the other Party;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. DEFINITIONS

The “Affiliate” shall mean any partnership, joint venture, corporation or other form of enterprise, that directly or indirectly, controls, is controlled by, or is under common control with, either Party.

The “Disclosing Party” shall mean the Party who discloses Confidential Information to the Receiving Party.

The “Receiving Party” shall mean the Party who receives Confidential Information from the Disclosing Party.

“Confidential Information” shall mean any and all information disclosed by the Disclosing Party for the Purpose, including the terms and conditions of this Agreement and its existence, irrespective of the medium in which Confidential Information is embedded, which is either (a) marked as “Confidential”, “Proprietary”, or the like, at the time of disclosure, or (b) if disclosed orally, or by any other intangible methods, identified as confidential or proprietary at the time of disclosure, summarized in a writing delivered to the Receiving Party within thirty (30) days of disclosure.

2. EXCEPTIONS TO THE DEFINITION OF “CONFIDENTIAL INFORMATION”

The Receiving Party shall have no confidentiality obligation under this Agreement with respect to information which (a) is rightfully known to or otherwise in the rightful or lawful possession of the Receiving Party at the time of disclosure; or (b) is independently developed by the Receiving Party; or (c) is or becomes part of the public domain through no fault of the Receiving Party; or (d) is rightfully obtained by the Receiving Party from a third party who has the right to disclose to the Receiving Party without limitation; or (e) is disclosed pursuant to an order by a court, administrative or other governmental body, provided, however, that the Receiving Party shall immediately notify the Disclosing Party of such request prior to disclosure, so that the Disclosing Party has the opportunity to seek appropriate relief from the order. The Receiving Party shall disclose only that portion of the Confidential Information which is legally required to be disclosed and request confidential treatment of the Confidential Information by the court, administrative or other governmental body.

3. PERFORMANCE OF AGREEMENT; CONFIDENTIALITY OBLIGATION

The Receiving Party shall treat the Confidential Information of the Disclosing Party as confidential, and shall make use of it or any part thereof only for the Purpose. The Receiving Party shall not disclose the Confidential Information to any third party, except that it may disclose to its Affiliates, or the employees, counsels, or agents of itself or its Affiliates, who have a need to know in order to carry out the Purpose contemplated in this Agreement, on the basis that the Receiving Party shall ensure that such persons agree to treat the Confidential Information as confidential. The Receiving Party shall use the same degree of care in handling and safeguarding such Confidential Information as that it uses in protecting its own confidential information, but in no event less than a reasonable degree of care.

4. RETURN OF MATERIAL

All Confidential Information and any and all copies and reproduction thereof shall, within thirty (30) days from the date of written request by the Disclosing Party, be either returned to the Disclosing Party or destroyed by the Receiving Party.

5. PROPERTY RIGHTS

All Confidential Information furnished under this Agreement shall remain the sole and exclusive property of the Disclosing Party. Nothing contained herein shall be construed as giving the Receiving Party any license or rights except the limited right to use for the fulfillment of the Purpose.

6. TERMINATION

This Agreement shall become effective on the Effective Date and shall have a term of two (2) year from the Effective Date unless either Party terminates this Agreement with a thirty (30)-day prior written notice.

The confidentiality obligation hereunder shall be three (3) years from receipt of Confidential Information. The confidential obligations specified herein shall survive the expiration or termination of this Agreement.

7. NO WARRANTY

All Confidential Information are provided "AS IS". The Parties understand and agree that the disclosure of Confidential Information does not constitute any representation, warranty, assurance or guarantee by the Disclosing Party, with respect to the accuracy, completeness, originality, effectiveness or non-infringement of the Confidential Information and that neither Party shall have any liability resulting from the use of Confidential Information by the other.

8. NO ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Neither Party shall assign any of its rights, obligations or privileges hereunder without the prior written consent of the other Party.

9. NO WAIVER; SEVERABILITY

Failure to enforce any provision of this Agreement shall not constitute a waiver of any terms hereof. Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not affect the validity of any other provisions hereof.

10. AUTHORITY

Each Party represents and warrants that its execution of this Agreement has been duly authorized by all necessary corporate or other actions and that the person signing this Agreement on its behalf is duly authorized to do so.

11. MODIFICATION

This Agreement may not be modified in any manner except by a written amendment executed by each of the Parties hereto.

12. SCOPE OF RELATIONS

Neither this Agreement, nor the disclosure of Confidential Information by the Disclosing Party to the Receiving Party or its receipt thereof shall constitute or imply any offer, promise or intention of either Party to enter into any agreement, joint venture, or other business engagement.

13. NOTICES

All notice, consent, approval, authorization, request, demand, and other communications required or permitted to be given under this Agreement must be in writing and shall be deemed duly given (i) when personally delivered; (ii) when delivered by fax or electronic means with evidence of successful transmission; (iii)

three (3) business days after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) ten (10) business days after having been deposited in the mail, certified or registered, return receipt requested, postage and charges prepaid. All notices shall be addressed to the following:

Delta Controls Inc. _____ :

Attn: _____

Attn: _____

Email: _____

Email: _____

Fax: _____

Fax: _____

14. REMEDIES

The Parties understand and agree that the confidentiality obligations under this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages may be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth herein. Accordingly, the Receiving Party agrees and acknowledges that any such breach or threatened breach may cause irreparable injury to the Disclosing Party and that, in addition to any other rights and remedies that may be available at law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.

15. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Canada, without reference to conflicts of law principles.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties, and supersedes any and all contemporaneous and prior understandings, agreements and communications between the Parties, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Delta Controls Inc. _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____