

Bringing Big Business Solutions to Everyday People

Non-Disclosure Agreement

This Nondisclosure Agreement (hereinafter referred to as "Agreement") is dated and made effective by and between **Solutions Into Motion Limited.**, (hereinafter referred to as "SiM") a corporation duly organized and existing under the laws of Canada, and which maintains a principal office at Brantford Ontario, and:

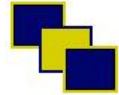
" _____ " existing under the laws of Ontario and maintains a principal office in, _____ hereinafter called "**Informed Recipient**".

Whereas SiM and the Informed Recipient are currently engaged in ongoing discussions or have a written and binding agreement/contract which the Parties expect will involve the written or verbal disclosures and communications to and from the Informed Recipient and SiM of information and documentation owned, possessed or controlled by SiM and/or the Informed Recipient, which may include but is not limited to financial data, business plans, Statements of Work, personal information, drawings, information, computer systems, computer hardware and software, results of research and other data in either oral or written form, relating to the Informed Recipient and/or SiM's business (collectively and individually referred to as the "Information").

The agreement does not represent, and should in no way imply, a commitment on the part of either party to purchase the products or services of the other party nor as an encouragement to expend funds in the development thereof. No such agreement to provide or develop products or services shall be binding unless and until expressed in writing signed by authorized representatives of both parties.

In consideration of the mutual promises and obligations contained herein, the Parties mutually agree as follows:

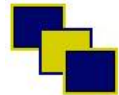
1. Both parties undertake at their sole discretion to provide the Information to the other party for business purposes subject to the terms and conditions herein, but nothing herein obligates either party to disclose any particular Information.
2. The Information and all rights to the Information, which has been or will be disclosed, to either party, shall remain the exclusive worldwide property of the Informed Recipient or SiM or either parties designee, and shall be held in trust by the other party. The Informed Recipient and SiM agree to use confidential information solely in supporting the Project and/or Statement of Work and for no other customer or purpose. The affiliates, employees, officers, directors and/or agents of SiM and the Informed Recipient hereby agree not to sell nor make any commercial use of the confidential information received from the Parties unless and until expressed in writing allowed to do so by both Parties. The Informed Recipient and SiM acknowledge that any violation of any of the provisions hereof may result in immediate and irreparable damage to either party. In the event of such violation, the injured party shall, in addition to any other rights, relief, or remedy available at law, be entitled to any equitable relief that any court of competent jurisdiction may deem just and fair.
3. SiM and the Informed Recipient agree to protect such information provided to the other party from whatever source of distribution, disclosure or dissemination to anyone except to those of its employees, agents and consultants who shall have a "need to know" basis of the Information for the purposes described herein. SiM and the Informed Recipient shall, prior to disclosing the Information or portion thereof to such employees, agents and consultants, issue appropriate instructions to said persons to satisfy its obligations herein, and obtain their agreement in writing to receive and use the Information as confidential, and subject



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to this Agreement on the same terms and conditions as contained herein. The Informed Recipient and SiM agree not to identify the other party or any other owner of Information disclosed hereunder in any advertising, sales material, press release, public disclosure or publicity without the prior written permission of the other party.

4. SiM and/or the Informed Recipient shall not be liable for disclosure of Information upon the occurrence of one or more of the following events:
 - a. The Information becomes publicly available other than through a breach of this Agreement;
 - b. The Information is subsequently lawfully obtained by either party via a third party, as shown by documentation sufficient to establish the third party as a lawful source of the Information;
 - c. The Information was known to either party prior to its disclosure to the other party without an obligation to keep it confidential as shown by documentation sufficient to establish such knowledge or;
 - d. SiM or the Informed Recipient has provided its prior written consent for such disclosure.
5. No license under any patent and no copyright of SiM and/or the Informed Recipient or any right respecting the Information other than that expressly set out herein, is granted to the other party under this Agreement by implication or otherwise. This Agreement shall not constitute any representation, warranty or guarantee to either party with respect to the infringement of patents, or other rights of third parties. SiM or the Informed Recipient shall not, to the extent that they disclosed the Information, be held liable for any errors or omissions in the Information and for the use and the results of the use of the Information.
6. The Informed Recipient or SiM shall, upon request of the other party, return all Information and copies thereof under the Informed Recipient's or SiM's power or control susceptible of being so returned to the requesting party.
7. This Agreement shall be construed in accordance with, and governed by the Laws of the Province of Ontario.
8. In the event that any provisions contained herein shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement with respect to enforceable provisions shall continue in force and all rights and remedies accrued under the enforceable provisions, shall survive any such declaration, and any non-enforceable provisions shall be replaced by a provision which, being valid comes closest to the intention underlying the invalid provision.
9. No failure or delay by SiM or the Informed Recipient in exercising any right, power or privilege shall operate as waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege hereunder.
10. No amendment to the terms and conditions of this Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorized representative of each of the Parties.
11. The Parties obligations concerning this Non-disclosure and the use of confidential information contained in this Agreement shall continue for two (2) years from the date of the execution of this document.
12. The parties understand and agree that all confidential information as listed in this agreement, will flow between the two Parties during the life of this agreement and each party is responsible for holding all information of the other privileged.



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ACCEPTANCE

“ _____ ” acknowledges having read and understood this agreement and agrees to be bound by its terms and conditions. This agreement, together with the relevant terms, conditions, responsibilities and of any attachments to this contract, represents the complete and exclusive agreement between Solutions Into Motion Limited and with respect to the subject matter hereof and supersedes all prior contracts, negotiations, discussions or understandings between them in any way relating thereto. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, shall form a part hereof or have any legal effect whatsoever.

Persons signing this contract are duly empowered representatives of their respective companies and have the authority to approve this contract.

EXECUTED this _____ day of _____, 2017

Solutions Into Motion Limited,:



Signature

Signature

Vince Poloniato

Print Name

Print Name

President

Title

Title

Solutions Into Motion Limited.