

Mutual Non-Disclosure and Non-Circumvention Agreement

DATED: _____ (“Effective Date”)

BETWEEN:

- (1) 7318707 Canada Inc., TX USA (EIN 61-1931340) , o/a CMBCCommercialMortgage.com. A Corporation registered under the laws of the United States whose mailing address is 14 – 3650 Langstaff Road Suite 275 Woodbridge, Ontario L4L 9A8 Canada. (Hereinafter referred as “Disclosing Party”).
- (2) _____, A _____ registered under the laws of _____, USA (EIN number _____) whose registered office is at _____.
(Hereinafter referred as “Receiving Party”).

Receiving Party and Disclosing Party are sometimes referred to separately as the “Party” and collectively as the “Parties”.

BACKGROUND

7318707 Canada Inc. O/a CMBCCommercialMortgage.com and its subsidiaries intend to share Confidential Information related to projects owned by 7318707 Canada Inc., for the purpose Development and capital raising. (the “Permitted Purpose”).

AGREED PROVISIONS

1 CONFIDENTIALITY

- 1.1 In consideration of the disclosure of Confidential Information the Parties hereby undertake that they will.:
 - (1.1.1.a) not at any time, without the Disclosure’s prior written consent, disclose or reveal the Confidential Information to any other party whatsoever except where expressly allowed by this Agreement;
 - (1.1.1.b) treat the Confidential Information with a high level of care and not treat the Confidential Information with any less care than it uses in relation to its own confidential information of a similar kind;
- 1.2 Each Party agrees to keep the existence of this Agreement confidential and not to make any public announcement in relation to the Agreement without the prior written consent of the other Party.

2 EXCLUSIONS

- 2.1 The restrictions in this Agreement shall not apply to Confidential Information which:
 - (1.1.1.a) is already lawfully in the possession of the Recipient prior to its disclosure pursuant to this Agreement without any obligation of confidentiality or use by the Recipient to the Disclosure;
 - (1.1.1.b) is in, or comes into, the public domain or otherwise ceases to be of a confidential nature other than as a result of wrongful disclosure hereunder by the Recipient;
 - (1.1.1.c) Becomes available to the Recipient on a non-confidential basis from a third party source other than the Disclosure other than as a result of wrongful disclosure by such third party source;
 - (1.1.1.d) is developed by or for the Recipient at any time independently of the Confidential Information disclosed by the Disclosure by persons who have had no access to or knowledge of the

Confidential Information;

(1.1.1.e) is required to be disclosed by any law or order of a court of competent jurisdiction, recognised stock exchange, regulatory authority, governmental department or agency, providing that prior to such disclosure the Recipient shall consult with the other as to the proposed form, nature and purpose of the disclosure; or

(1.1.1.f) is approved for release by written authorisation of the Disclosure.

3 MUTUAL NON-CIRCUMVENTION

3.1 Each Party undertakes to the other that each of them shall not at any time prior to the Termination Date in any Capacity, without the prior written consent of the other Party, which consent may be withheld in its/his sole discretion,

3.1.1 deal or attempt to deal directly or indirectly in any manner with any of the Contact Persons in relation to the Permitted Purpose (including by having any part of or deriving any benefit from the Permitted Purpose, their investment in it or any other aspect thereof) in such a way as to entice them away from the Permitted Purpose or prejudice the Permitted Purpose;

3.1.2 directly or indirectly by-pass, compete with, avoid, circumvent, or attempt to circumvent the other Party relative to the Permitted Purpose including in any Capacity by utilising any of the Confidential Information received by him or by otherwise exploiting or deriving any benefit from the Confidential Information.

4 DURATION OF OBLIGATIONS

The obligations set out in this Agreement shall survive indefinitely, unless otherwise agreed in writing by the disclosing party.

FURTHER REMEDIES

The Recipient acknowledges that money damages may not be an adequate remedy for any breach of this Agreement. The Disclosure will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach of this Agreement in addition to all monetary remedies available at law and in equity.

5 WARRANTIES AND LIMITATIONS ON LIABILITY

5.1 The Disclosure warrants to the Recipient that it has sufficient rights in the Confidential Information to grant the Recipient the rights granted hereunder.

5.2 All Confidential Information provided to the Recipient under this Agreement is provided on an "as is" basis with all faults and the Disclosure hereby disclaims all implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose, accuracy, completeness and non-infringement except to the extent such warranties cannot be excluded by law.

6 NO TRANSFER OF RIGHTS/THIRD PARTIES

6.1 The Recipient shall not be entitled to assign or transfer or sub-contract this Agreement or its rights under this Agreement in whole or in part, nor purport to assign, transfer or sub-contract any or all of its obligations or rights under this Agreement without the prior written consent of the Disclosure.

6.2 Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999 UK.

7 NO OFFER/NO PARTNERSHIP

- 7.1 The Recipient agrees that the Confidential Information made available to it for the Permitted Purpose under this Agreement does not and will not constitute an offer by the Disclosure and nor will the Confidential Information form the basis of any contract, save as expressly set out herein. Furthermore, the disclosure of Confidential Information under this Agreement does not oblige either Party to enter into any further agreement with the other Party.
- 7.2 Nothing in this Agreement shall be deemed to create a partnership between the Parties.

8 WAIVER AND SEVERABILITY

- 8.1 No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise preclude any further exercise of any right, power or privilege under this Agreement or otherwise.
- 8.2 If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of this Agreement which shall remain in full force and effect.

9 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between the parties relating to the subject matter of this Agreement. Each Party acknowledges that in entering into this Agreement it is not relying on, and shall have no rights or remedies in respect of any statements, warranties, undertakings or representations expect for those expressly set out in this Agreement.

10 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with US Law and each Party agrees to submit to the exclusive jurisdiction of Ontario Canada, or Illinois, or Texas or _____ and at the sole discretion of the Disclosing Party.

11 DEFINITIONS AND INTERPRETATION

- 11.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:
- “Agreement”** means this Mutual Non-Disclosure and Non-Circumvention Agreement;
- “Capacity”** means directly or indirectly, whether as principal, shareholder, partner, employee, director, officer, agent or otherwise, on his own behalf, or on behalf of any person, firm or company;
- “Confidential Information”** means any and all information and know-how that the Disclosure and/or its Group Companies and/or its agents may, from time to time, disclose to the Recipient during the course of the Permitted Purpose or which otherwise becomes known to the Recipient either during the course of the Permitted Purpose or during the course of any previous discussions, negotiations or relationship with the Disclosure in relation to the Permitted Purpose whether orally, in writing, digitally, in the form of machine readable code or embodied in hardware or any other physical medium which relates to the business including, but not limited to, pricing information, the business plan of the Disclosure or their Group Companies, data, know-how, designs, illustrations, drawings, photographs, notes, memoranda, terms of business, financial information, financial projections, financial records, customers and suppliers,

sales and marketing information, spreadsheets, specifications, technical information and computer software of the Disclosure and/or its Group Companies;

“Contact Persons” means partners, investors, contractors and employees of the disclosing Party;

“Disclosure” means the Party which has disclosed Confidential Information to the other Party;

“Intellectual Property Rights” means (i) patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights and know-how; (ii) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (iii) applications, extensions and renewals in relation to any such rights;

“Group Company” means any company which is, or is a subsidiary of, the ultimate holding company of the relevant company, from time to time, where “subsidiary” and “holding company” have the meanings ascribed to them in section 1159 of the Companies Act 2006 or such other legislation as may amend, extend, consolidate or replace the same from time to time;

“Recipient” means a Party that has received Confidential Information of the other Party;and

“Termination Date” means the date as defined in this Agreement.

11.2 Save to the extent that the context or the express provisions of this Agreement require otherwise in this Agreement:

(2.1.1.a) References to a “person” including any individual firm, company, corporation, body corporate, government, state or agency of a state, trust or foundation, or any unincorporated body, association or partnership (whether or not having separate legal personality) of two or more of the foregoing; and

(2.1.1.b) any phrase introduced by the words “including”, “include”, “in particular” or any cognate expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

This Agreement has been duly executed by the Parties on the dates set out below.

EXECUTED for and on behalf of

[Receiving Party]

by

Authorised Signatory

Full Name:

Date:

EXECUTED for and on behalf of **7318707 Canada Inc. TX USA o/a CMBCCommercialMortgage.com**

By

Authorised Signatory

Full Name: Victor Simone

Date: _____