

## NON-DISCLOSURE AGREEMENT

This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between:

**JUST BIOFIBER INC.**, an Alberta Corporation, with offices in Calgary, Alberta ("**JUST BIOFIBER**");

and

\_\_\_\_\_ a corporation having an office in \_\_\_\_\_ ("**RECIPIENT**").

**WHEREAS** RECIPIENT desires to receive and JUST BIOFIBER is prepared to supply certain Confidential Information (defined below) on the terms and conditions set out herein and solely for the purpose of aiding RECIPIENT in evaluating whether RECIPIENT and JUST BIOFIBER wish to enter into a commercial relationship with each other (the "**Purpose**");

**AND WHEREAS** JUST BIOFIBER has, in part, acquired the Confidential Information through the expenditure of time, effort and money and wish to protect the Confidential Information as the use or disclosure of the Confidential Information by or to anyone, but particularly to the general public or a competitor of JUST BIOFIBER, could be highly detrimental to, and not in the best interests of, JUST BIOFIBER;

**NOW THEREFORE** in consideration of the premises, the mutual promises herein, and other good and valuable consideration, the parties hereto agree as follows:

1. For the purposes of this Agreement, "**Confidential Information**" shall mean any and all information provided by, or on behalf of, JUST BIOFIBER to RECIPIENT prior to or following the execution of this Agreement and in any way relating to the Purpose (including, without limitation, any and all business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information disclosed hereunder) provided in connection therewith, regardless of form or format, provided however that Confidential Information shall not include information which RECIPIENT can establish through written records:
  - (a) is, at the time of disclosure, readily available to the trade or the public through no fault of RECIPIENT, provided however that that where any part of such information is readily available to the trade or the public but a compilation of information which includes such part is not so available then such compilation shall be treated as Confidential Information hereunder; or
  - (b) was rightfully in its possession prior to the disclosure of such Confidential Information to RECIPIENT by, or on behalf of, JUST BIOFIBER.
2. RECIPIENT shall use the Confidential Information solely for the Purpose and shall not use the Confidential Information in any manner except as reasonably required for the Purpose. Nothing in this Agreement obligates JUST BIOFIBER to make any particular disclosure of Confidential Information. This Agreement shall apply to all Confidential Information regardless of its form or

medium, whether conveyed orally, visually, electronically or in writing, and whether or not it is designated as "confidential".

3. RECIPIENT shall protect JUST BIOFIBER's interest in the Confidential Information and shall keep the Confidential Information confidential. RECIPIENT shall not disclose, allow access to, transmit or transfer the Confidential Information to any party without JUST BIOFIBER's prior written consent, provided however that RECIPIENT may disclose the Confidential Information to those of its directors, officers and employees ("Representatives") who have a need to know the Confidential Information for the Purpose provided that RECIPIENT shall ensure that such Representatives treat the Confidential Information as confidential and at all times in a manner consistent with this Agreement and RECIPIENT shall be liable for any loss or damage resulting from any Representative failing to do so.
4. RECIPIENT shall notify JUST BIOFIBER promptly of any unauthorized use or possession of the Confidential Information that comes to RECIPIENT's attention.
5. In the event that RECIPIENT is required to disclose Confidential Information pursuant to any applicable law or an order from a court of competent jurisdiction, RECIPIENT shall only disclose such portion of the Confidential Information that it is legally required to disclose, and shall use all reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. RECIPIENT shall promptly notify JUST BIOFIBER of the required disclosure and any relevant information in respect thereto so that JUST BIOFIBER may take appropriate steps to protect such Confidential Information from such disclosure.
6. The Confidential Information shall not be copied or reproduced in any form or stored in a retrieval system or database by RECIPIENT without the prior consent of JUST BIOFIBER, except for such copies and storage as may reasonably be required internally by RECIPIENT for the Purpose. All copies of the Confidential Information shall contain the same proprietary notices which may appear on the original.
7. RECIPIENT shall upon request immediately return to JUST BIOFIBER or destroy, as directed by JUST BIOFIBER, the Confidential Information and all copies thereof in any form whatsoever under the power or control of RECIPIENT or its Representatives and immediately destroy all compilations, analysis or derivative work relating to the Confidential Information. Where RECIPIENT satisfies its obligation to return or destroy the embodiments of the Confidential Information by destroying such embodiments, RECIPIENT will deliver to JUST BIOFIBER a certificate signed by an officer of RECIPIENT certifying such destruction of such embodiments
8. All right, title and interest in and to the Confidential Information, including, without limitation, all patent rights, trade secret and confidential information rights, copyrights and other intellectual property, industrial, proprietary and other rights of any kind or nature, shall remain the exclusive property of JUST BIOFIBER, and the Confidential Information shall be held in trust and confidence by RECIPIENT for JUST BIOFIBER. JUST BIOFIBER shall retain title to all tangible media on which Confidential Information resides, including documentation, discs, and all copies thereof. No interest, license or any other right in, or to, the Confidential Information, other than expressly set out herein, is granted to RECIPIENT under this Agreement by implication or otherwise. Although the Confidential Information is obtained from sources believed to be reliable, the Confidential Information is provided hereunder on a strictly "as is", "where is", "with all faults" basis, and without warranties, conditions or representations of any kind, express or implied, and this Agreement, and the provision of Confidential Information, shall not constitute any representation, warranty or guarantee to RECIPIENT by JUST BIOFIBER

whatsoever, including without limitation any representation, warranty or guarantee with respect to the Confidential Information infringing, violating, misappropriating or otherwise interfering with any rights of third parties. JUST BIOFIBER shall not be held liable for any errors or omissions in the Confidential Information or the use, or the results of the use of, the Confidential Information. JUST BIOFIBER shall have no responsibility for updating or correcting any Confidential Information provided hereunder.

9. RECIPIENT understands and agrees that the Confidential Information is information of a confidential nature of JUST BIOFIBER, is consistently treated as such by JUST BIOFIBER and that the public release of this information shall cause irreparable damage to JUST BIOFIBER. The Confidential Information is being disclosed by JUST BIOFIBER in specific reliance on the commitments and representations of RECIPIENT in this Agreement. It is accordingly agreed that JUST BIOFIBER shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which JUST BIOFIBER may be entitled at law or in equity.
10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and restates and super cedes any prior understandings and agreements between the parties hereto with respect thereto. No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof or preclude any other or further exercise of such right or the exercise of any other right under this Agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without reference to conflicts of law principles. RECIPIENT may not assign this Agreement.
12. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.
13. This Agreement may be executed in counterparts. Each shall be deemed an original, but together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, duly authorized representatives of the parties hereto, each after having had the opportunity to discuss this Agreement with their respective legal advisors, have executed this Agreement.

**JUST BIOFIBER INC.**

**RECIPIENT** \_\_\_\_\_

Per: \_\_\_\_\_  
Name  
Title

Per: \_\_\_\_\_  
Name  
Title