

Mutual Nondisclosure Agreement (NDA)

Parties.

This Nondisclosure agreement (the "Agreement") is entered into by and between **Innovaat.com International Inc.** and _____ of _____ Prov. _____ PC _____ Ph _____ email _____ (collectively referred to as the "parties") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

Summary

The parties may disclose confidential and proprietary trade secret information to each other for the purpose of exploring a possible business relationship. The parties mutually agree to enter into a confidential relationship with respect to the disclosure by one or each (the "disclosing party") to the other (the "receiving party") of certain proprietary and confidential information (the "Confidential Information").

1. Confidential Information

Disclosing Party's confidential proprietary trade secret information ("Confidential Information") consists of information and materials that are valuable and not generally known by Disclosing Party's competitors. Confidential Information includes:

(a) Any and all information concerning Disclosing Party's current, future or proposed products, including, but not limited to, formulas, designs, devices, computer code, drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.

(b) Information and materials relating to Disclosing Party's business, finances, purchasing, accounting and marketing; including, but not limited to; business plans, marketing plans, sales data, business methods, unpublished promotional material, cost and pricing information and customer lists.

(c) Information of the type described above which Disclosing Party obtained from another party and which Disclosing Party treats as confidential, whether or not owned or developed by Disclosing Party.

2. Nondisclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party's prior written consent, Receiving Party will not:

- (a) disclose Confidential Information to any third party;
- (b) make or permit to be made copies or other reproductions of Confidential Information; or
- (c) make any commercial use of Confidential Information.

Receiving Party will carefully restrict access to Confidential Information to those of its officers, directors, employees, and agents who are subject to nondisclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Receiving Party's behalf in the analysis and negotiation of a business relationship or any contract or agreement with Disclosing Party.

Receiving Party will advise each officer, director, employee or agent to whom it provides access to

any Confidential Information that they are prohibited from using it or disclosing it to others without Disclosing Party's prior written consent.

If Receiving Party is required by a governmental body or court of law to disclose Confidential Information, Receiving Party agrees to give Disclosing Party reasonable advance written notice so that Disclosing Party may contest the disclosure or seek a protective order from a court of competent jurisdiction.

In addition, without prior written consent of Disclosing Party, Receiving Party shall not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction or the status of such discussions or negotiations.

3. Return of Materials

Upon Disclosing Party's request, Receiving Party shall within 30 days return all original materials provided by Disclosing Party and any copies, notes or other documents in Receiving Party's possession pertaining to Confidential Information.

4. Exclusions

This agreement does not apply to any information that:

- (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party;
- (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party;
- (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

5. International Patent Recognition

Parties acknowledge that one or both have published patents that may not apply in a particular foreign country where the parties are located, are currently doing business, or may do future business. Parties recognize that said published patents are public knowledge. Nevertheless, parties agree that they will honor said patents as if patent protection had been obtained in that foreign country.

6. Term

The term of this Agreement shall commence upon the date first written below and shall terminate one (1) year thereafter.

Term 5, International Patent Recognition, shall be in effect throughout the term of the patents.

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of this Agreement for a period of five (5) years from the date of disclosure or until whichever of the following occurs first:

- (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or
- (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.

7. No Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

8. Warranty

Each Party warrants that it has the right to make the disclosures under this Agreement.

9. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the

remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.

(f) Indemnity: Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba.

(i) Mediation and Arbitration: If any dispute arises under this Agreement, the parties shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then all disputes, controversies or claims arising from or concerning this Agreement will be submitted to binding arbitration in the province of Manitoba. Such arbitration shall be conducted in accordance with the current rules of the Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any such arbitration hearing shall include a written transcript of the proceedings and a written explanation for any final determination.

(j) Successors & Assigns: This Agreement shall bind each party's heirs, successors, agents and assigns. Neither Party may assign nor transfer its rights or obligations under this Agreement without the prior written consent of the other Party. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which a Party owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of a Party to a third party. Any assignment or transfer in violation of this section shall be void.

Innovaat.com International Inc.

Date: _____

Raymond Dueck

President

204.782.2112 cell

1555 Hwy #210 E

St Adolphe MB

And

Company _____

Name _____

Signature _____

Date: _____