

MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION AGREEMENT

Date: _____

This **MUTUAL NONDISCLOSURE AGREEMENT** is made as of the date set forth above between:

Company/Person

_____,
at _____,
hereinafter referred to at the "Recipient" or "Party",

and,

HiPoint Agro Bedding Corp ("HPAB")
at 52 Royal Road, Guelph, Ontario Canada
hereinafter referred to at the "Discloser" or "Party",

Collectively referred to at "The Parties"

1. Purpose. The Recipient and the Discloser. are exploring a business relationship (the "Relationship") concerning manure management , nutrient management , agriculture engineering , design of any part of the HPAB manufacturing, process , process flow , automation and installations of the HPAB process or tracking software EPR tracking , using 3rd party equipment and /or their providers , technical services , or other business sales or ventures ("Services "). Both Parties are entering into this agreement for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information") to initiate a potential business relationship. The Discloser is willing to disclose to the Recipient Confidential Information which will be governed by the following terms and conditions.

2. Confidential Information. "Confidential Information" means any information, technical data, equipment, process, process flow, or know-how, including, but not limited to, that which relates to research, product plans, products, services, equipment, processes, customers, consultants, markets, processes, designs, drawings, marketing, IT finances of the Discloser. The term "Confidential Information" includes trade secrets and process flow and to any and all information of any nature or kind whatsoever which relates to all proprietary and financial information relating to the Discloser's business; to any and all information concerning the Discloser's customers; and to the content of any and all working papers, discussion papers, business plans, documents, products and equipment of any nature or kind which the Discloser has created, purchased, amended or enhanced. The recipient of the Confidential Information of the Discloser shall not, nor will it knowingly permit or facilitate any other party to, reassemble or reverse engineer any of the Confidential Information for any purpose, commercial or otherwise. Confidential Information does not include information, technical data or know-how which (a) is in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records immediately prior to the time of disclosure; (b) prior to or shortly after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient; (c) is approved in writing by the Discloser for public release; or (d) is required to be disclosed by applicable law or proper legal, governmental or other competent authority (provided that the Party whose information is to be disclosed shall be notified sufficiently in advance of such requirement so that it may seek a protective order (or equivalent) with respect to such disclosure, with which the other Party shall fully comply).

3. Nondisclosure of Confidential Information. The Recipient agrees not to use any Confidential Information disclosed to it by the Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. The Recipient will not disclose any Confidential Information of the Discloser to any persons other than persons who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient will have or has had such persons to whom Confidential Information of the Discloser is disclosed or who have access to Confidential Information of the disclosing Party sign a nondisclosure or similar agreement in content substantially similar to this Agreement. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and to avoid the disclosure or use of Confidential Information of the Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but will not be limited to, the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Discloser in writing of any misuse or misappropriation of Confidential Information of the Discloser which may come to the receiving Party's attention. The recipient will not copy or reproduce the Confidential Information without the Discloser's express written permission. All copies or reproductions made by the Recipient must contain the same confidential or copyright notices which appear on the originals of such Confidential Information or such notices the Recipient may be informed to add from time to time, in writing. In all cases, the Recipient will notify the Discloser of any suspected, potential or actual breach of security or other exposure involving the Confidential Information provided to the Recipient.

4. Return of Materials. Any materials or documents that have been furnished by the Discloser in connection with the Relationship will be promptly returned by the receiving Party, accompanied by all copies of such documentation, within 10 days after (a) the Relationship has been terminated, or (b) the delivery of written request on the part of the Discloser.

5. Non-Circumvention. The Recipient hereto jointly and severally undertakes and agrees this date that it shall not knowingly make contact with, contract with, deal with, or otherwise become involved with any dealings related to the Services of whatsoever nature and howsoever arising from any introductions related to the Services by the Discloser to this Agreement without disclosing the full nature of the dealings related to the Services in advance to the Discloser.

6. Trademark or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any trademark or copyright of the Discloser, nor shall this Agreement grant the Recipient any rights in or to the Discloser's Confidential Information other than the limited right to review such Confidential Information in connection with the Relationship between the Parties.

7. Term. The foregoing commitments of each Party shall survive any termination of the Relationship between the Parties, and shall continue for a period terminating on the later to occur of the date (a) three (3) years following the date of this Agreement or (b) three (3) year from the date on which Confidential Information is last disclosed under this Agreement.

8. Inurement / no waiver. This Agreement shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns, provided that Confidential Information of the disclosing Party may not be assigned without the prior written consent of the disclosing Party. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

9. Governing law. This Agreement shall be governed by and shall be construed in accordance with both the procedural and the substantive laws of Ontario, to the exclusion of the law of any other jurisdiction. By entering into this Agreement, the Parties agree:

(a) that any cause of action which arises in respect of the construction and/or the performance of this Agreement or any provision hereof shall be deemed to have arisen in Ontario; and

(b) to accept and to attorn to the jurisdiction of Ontario; and

(c) In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first refer the dispute to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty- five (45) days following the filing of a request for mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce. At that point, all or remaining disputes between the Parties related to the interpretation or the performance of this Agreement shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. Venue of the Mediation and/or Arbitration shall be in Vancouver or Toronto. Language of Mediation shall be English. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

The Parties agree that no resort shall be taken to any other Court or tribunal in any other jurisdiction, save only where and in those instances in which it shall become necessary to seek the enforcement of an Order of the Supreme Court of Canada beyond its territorial jurisdiction.

10. Remedies. Each Party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the Discloser and its business, and each Party expressly agrees that monetary damages would be inadequate to compensate the Discloser for any breach by the Recipient or receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to obtain both mandatory and prohibitory 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.

11. Delivery by email or fax. This Agreement may be executed in counterpart and shall be deemed to have been entered into on the date which appears at the head of the first page hereof. Counterparts of this Agreement may be delivered by fax transmission or by scanning and emailing it. A collection of counterparts of this Agreement bearing between them the signatures of both Parties shall be deemed to be one original fully executed copy of it, to be for all purposes as effective as if the Parties had executed and delivered manually signed copies of this Agreement each to the other.

12. Ownership of Intellectual Property. Ownership of Intellectual Property. All intellectual property and related material (the " Intellectual Property" that is developed or produced under this MNDA and/or any agreement between the parties for HiPoint Agro Bedding Corp. will become and remain the property of HiPoint Agro Bedding Corp.

Rest of page is left intentionally blank.

13. The Parties intend to be legally bound by the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Individual / Company _____
by its authorized signatory

Name: _____
Title: _____

HiPoint Agro Bedding Corp
By its authorized signatory

SEAL:



HiPoint Agro Bedding
Corp. Seal 2019 (c)

Name: _____
Title: _____

This is the final page of a 4 page Mutual Nondisclosure Agreement.