



BIO | FOOD | TECH
CONCEPT TO PILOT TO MARKET

BIO|FOOD|TECH
Agreement about Confidentiality of Information

THIS AGREEMENT expresses the understanding of the Parties about the confidentiality of information, and is designed to be adaptable for unilateral or bilateral exchanges of information.

THE PARTIES ARE:

FTC Enterprises Limited, (operating as BIO|FOOD|TECH)
P.O. Box 2000 (101 Belvedere Ave.)
Charlottetown, PE C1A 7N8

AND:

BIO|FOOD|TECH agrees to protect the client against unauthorized disclosure by BIO|FOOD|TECH's employees and agents of confidential information entrusted by the client to BIO|FOOD|TECH by taking reasonable precautions against disclosure including requiring those employees and agents who are given access to the client's confidential information to enter into non-disclosure agreements. BIO|FOOD|TECH's obligations of confidentiality with respect to confidential information emanating from the client shall remain in effect until the earlier of eight years following project completion, or the date such information falls into the public domain through no fault of BIO|FOOD|TECH, but these obligations shall not extend to:

- (a) information that has been or is hereafter published without breach of any obligations hereunder;
- (b) information that was in BIO|FOOD|TECH's possession prior to receipt therefore from the client;
- (c) information that BIO|FOOD|TECH acquires from a source other than the client.

BIO|FOOD|TECH provides technical and research services to the food industry and may in the past have worked on similar projects. In addition, by virtue of entering into this agreement, BIO|FOOD|TECH is not precluded from doing similar type projects in the future for customers who may, or may not, be competitors of the client.

While associated with BIO|FOOD|TECH, the client may become aware of information which is confidential to BIO|FOOD|TECH and/or its clients and which constitutes valuable property to BIO|FOOD|TECH or its clients. Confidential information means information disclosed to the client as a consequence of, or through engagement of, his or her association, not generally known outside of BIO|FOOD|TECH, about BIO|FOOD|TECH's products, processes, research, developing, marketing or other such activities. The client's obligations, with respect to any association with BIO|FOOD|TECH, are to use reasonable efforts, during and after the term of the provision of professional services, to keep such information confidential until it becomes available to the visitor from another source or becomes public record or knowledge.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

CLIENT:

Name:

Signature:

Date:

BIO|FOOD|TECH:

Name: Jim Smith, Executive Director

Signature:

Date: