

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("CDA"), with an Effective Date as of [Click here to enter a date](#) concerns the secrecy of information to be exchanged between:

LLC Laboratories Inc.
1625 Trinity Dr., Unit 11, Mississauga, ON L5T 1W9
(Hereinafter referred to as "LLC Lab")

and

Client name
Client Address
(Hereinafter referred to as "**Short Form**")"

WHEREAS:

- A. LLC Laboratories is in the business of conducting contract lab testing pharmaceuticals, nutraceuticals, cosmetics and medical devices.
- B. **Short Form** is in the business of manufacturing and marketing pharmaceuticals, nutraceuticals, cosmetics, and medical devices, for the treatment of illnesses and diseases, etc.
- C. **Short Form** possesses proprietary information in connection with its business. Such proprietary information, as further specified in Article 1 below, is hereinafter referred to as "Confidential Information".
- D. LLC Lab possesses proprietary information in connection with its business. Such proprietary information, as further specified in Article 1 below, is hereinafter referred together to as "Confidential Information".
- E. Both Parties will be conducting discussion regarding a possible business relationship – contract lab testing (the **Activity**) and will be required to disclose to each other certain proprietary and confidential information relating to their respective business, which is of non-public and confidential nature.
- F. Both Parties desire to preserve the confidential nature of their respective information and to provide for the procedure whereby such Confidential Information will be protected from such unauthorized use and disclosure.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree to the foregoing recitals and as follows:

1. Definitions

- a) Confidential Information shall include, but is not limited to: the information relating to the promotion, manufacturing and/or distribution of its products, all information relating to its business development objectives, tactics and strategies, any data, documentation and know-how (which may be technical, financial or commercial information, whether written, oral or electronic) to fulfill the subject matter contemplated herein and either disclosed by **Client name** (the "**Discloser**") to LLC Lab (the "**Recipient**") or

by LLC Lab (“**Discloser**”) to **Client name** (the “**Recipient**”). Any of its Representatives may act as discloser or recipient to another party.

- b) **Representatives** means, in connection with a party hereto, its directors, officers, employees, agents, advisers or other representatives (including, without limitation, its attorneys, accountants, consultants, bankers and financial advisers).

2. **Agreement.** No agreement exists until all parties sign this CDA. This CDA applies to Confidential Information disclosed on or after the Effective Date, which may precede dates of signing.
3. **Term.** The term of this CDA shall be for a period of ten (10) years from the Effective Date or ten (10) years from termination of any business relationship by written notice between the two parties, whichever occur later. Each party agrees that, after said date, it will make no claim against the other or any of its affiliates with respect to the agreement, except for patent, copyright or trademark infringement.
4. **Obligations.** Recipient shall hold the Confidential Information disclosed to it in strict confidence and shall use the Confidential Information only for the Activity. Recipient shall use reasonable care and at least the same level of care to prevent any unauthorized use or disclosure of such Confidential Information as it exercises in protecting its own information of a similar nature, which shall be at least reasonable care. If Recipient uses the Confidential Information contrary to the obligation of non-use, any resulting benefits such as inventions are deemed to be held by Recipient in trust for Discloser. Recipient shall not, without the prior written consent of Discloser, disclose Confidential Information to any person, party or entity except to such of its Representatives who need such information to perform duties connected with the Activity, and who are bound by an obligation of confidentiality consistent with this CDA.
5. **Return.** Upon the earlier of: the completion of the Activity, the expiration of the Term, or upon written request from Discloser, Recipient shall cease using and promptly return to Discloser all Confidential Information (including copies thereof), or in the alternative, certify to Discloser that all such Confidential Information has been destroyed, except that one written hard-copy (not digital) original of Confidential Information may be retained by Recipient for compliance purposes only.
6. **Exceptions.** Recipient is not liable for disclosure or use of Confidential Information that, at the time of disclosure:
 - a) Is in the public domain, or subsequently becomes part of the public domain otherwise than by breach of this CDA;
 - b) Was already known by Recipient;
 - c) Recipient received the Confidential Information from a third party who credibly represented that the Confidential Information was not obtained under an obligation of confidentiality directly or indirectly from Discloser;
 - d) Was independently developed by Recipient without reference to the Confidential Information, as evidenced by verifiable records of Recipient;
 - e) Discloser authorized it in writing to be disclosed; or
 - f) Is being disclosed under order by a court or other competent body, or as required by law, provided that Recipient first gave Discloser written notice of such disclosure and further provided that Recipient limits disclosure to the least that is legally required.
7. **Limits.** No license or other rights are granted or implied by this CDA in respect of any intellectual property rights or know-how of Discloser. All intellectual property rights, including, but not limited to, patent rights and trade secrets that are the subject of or contained in the Confidential Information and any samples provided as part of the Confidential Information shall remain the property of the Discloser. The parties are not bound to enter into any business arrangement as a result of executing this CDA.
8. **Breaches.** Breaches of this CDA would cause Discloser irreparable harm not fully compensable in damages. Therefore, in addition to claiming damages in respect thereof, the Discloser shall be entitled as a matter of right

to seek an injunction to prevent a breach of the covenants and obligations hereof and such right shall be cumulative and in addition to any other remedies which may be available.

9. **Successors.** No party may assign rights or obligations under this CDA without the prior written consent of the other parties, except in connection with a corporate merger or the sale or transfer of substantially all of its business. This CDA shall continue for the benefit of, and shall be binding upon, assignees, successors, heirs, executors, administrators and personal representatives of each party.
10. **Notices.** All notices and other communications under this Agreement will be in writing and will be considered given when actually received by the party to whom the notice is intended. In the event of any inspection by the regulatory agency/ies, LLC Lab will notify Client before surrendering any active or stored information or materials.
11. **Interpretation.** This CDA supersedes all prior negotiations and representations between the parties regarding the subject matter of this CDA. Any amendments to, or waivers of, terms of this CDA must be in writing signed by the parties. No waiver of any provision of this CDA shall constitute a waiver of any other provision (whether or not similar), nor constitute a continuing waiver unless expressly provided. In the event that all or part of a provision herein is held by a court of competent jurisdiction to be unlawful, invalid, void or unenforceable, the remainder of this CDA shall remain in full force and effect and shall be construed with the unlawful, void, invalid or unenforceable portion deleted. This CDA may be signed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
12. **Law.** This CDA shall be governed by and construed exclusively in accordance with the laws of the province of Ontario, and the laws of Canada in effect in Ontario. For litigation arising from this CDA, Discloser and Recipient each submits to the exclusive jurisdiction of the courts of Ontario, and to any other court having jurisdiction over the party solely to enforce a judgment of a court of Ontario. No party shall seek to enforce an order that has its origin in any court other than the courts of Ontario.
13. **Language.** The parties declare that they have requested and do hereby confirm their request that this CDA, and related documents, be in English.

IN WITNESS WHEREOF the parties have executed this CDA by their authorized signing officers, who, by signing confirm their authority to bind their respective parties.

LLC Laboratories Inc.

CLIENT NAME INC.

Per: _____

Per: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____