



CLASSIC TOOL & DIE (1986) INC.

NON-DISCLOSURE AGREEMENT FOR EMPLOYEES / MANAGEMENT

Our Customers' Confidence and Security with Classic Tool & Die (1986) Inc. Non-disclosure Agreement

To protect Classic Tool & Die (1986) Inc. (hereafter referred to as Classic) and each one of Classic's customers a non-disclosure agreement will be signed by each employee and every engineering and management staff member (hereafter referred to as the Employee / Employees) and will be effective on the date signed.

Classic will make disclosures and / or furnish proprietary information to its Employees including but not limited to: trade secrets, technology (whether patented, patent pending, patentable or copyrighted), prototypes, products, designs, techniques, ideas, methods, know-how, trademarks, confidential information concerning a party's business, finances, transactions and investigations, confidential information which are being developed and or manufactured or owned by Classic or Classic's customers. The Proprietary Information provided to Classic by the Customer and to the Employee by Classic is subject to the following terms and conditions:

1. In order for proprietary information to be protected in accordance with this Agreement, it must be, (where the proprietary information lends itself to written form):
 - a. in writing,
 - b. clearly identified as proprietary information by each page being marked with the legend "Proprietary Information of (discloser's name)" and
 - c. delivered to an employee of the receiver, as described in Section 4 below.

Where such proprietary information does not lend itself to written form (i.e. oral disclosure, magnetic recordings or other machine readable form), the transmittal shall be documented by the discloser in a separate memorandum to the receiver within the (10) days of such transmittal, describing the proprietary information disclosed and identifying it as "Proprietary Information of (discloser's name)". Proprietary information conforming to the provisions of this Section 1 shall hereinafter be referred to as "Proprietary Information".

2. Neither party shall identify as Proprietary Information any information which is not in good faith believed by the party to be privileged, a trade secret, or otherwise entitled to such marking.
3. Proprietary Information delivered by the discloser to the receiver shall be used solely for evaluating the merits of various options under consideration in relation to the Project.
4. Each party shall use their best efforts to prevent disclosure of the other party's Proprietary Information to any third parties or to others than those Employees within the receiver's organization who have a need to know same. Both parties agree that the other party's Proprietary Information will not be copied or furnished to third parties except as specifically authorized in advance by discloser, in writing, and then only under the conditions of strict confidentiality.
5. The receiver shall store in a secure place any such Proprietary Information of the discloser in its possession which is in tangible form. The receiver shall not, without the discloser's prior written consent:
 - a) copy or duplicate in any manner any portion of such Proprietary Information which is in tangible form,
 - b) evolve translations of or extractions from such Proprietary Information which is in tangible form, or



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- b) create or recreate, by reverse engineering, disassembly, decompiling, or any other means, in whole or in part, any aspect or version or similar component of such Proprietary Information which is in tangible form for either its own use or for use by a third party.

The receiver further agrees that it shall not cause or permit any third party to do any of the foregoing. The receiver shall take appropriate action by way of instruction, agreement or otherwise with its Employees to satisfy its obligations under this Agreement. The receiver shall promptly notify the discloser of any unauthorized possession, use or knowledge of Proprietary Information by any person or organization not authorized by this Agreement to have such possession, use or knowledge. The receiver shall assist in preventing the recurrence of such possession, use or knowledge and shall cooperate with the discloser at discloser's expense in any litigation against third parties deemed necessary or appropriate by discloser to protect discloser's proprietary rights. The provisions of this Section 5 shall survive expiration or termination of any other agreement in which this is incorporated.

- 6. The receiver will, promptly upon written request, return all Proprietary Information received from the discloser under this Agreement and all copies thereof or, if requested in writing by the discloser to destroy the Proprietary Information, certify in writing that all such Proprietary Information and copies thereof have been destroyed.
- 7. This Agreement shall not be construed as a partnership, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
- 8. The Proprietary Information, and all rights, title and interest thereto, shall remain the property of the discloser. This Agreement does not offer or grant to the recipient any rights in or license under any past, present or future information, including data, drawings, plans, ideas, methods, patent, trademark, copyright or industrial design of the discloser.
- 9. This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any prior agreements relating to said subject matter. Changes to this Agreement may be made only in writing signed by both parties. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged.
- 10. This Agreement shall (unless extended by mutual agreement) automatically terminate three (3) years from the date first above written, but may be terminated earlier by either party upon giving thirty (30) days' notice in writing to the other party. Termination shall not, however, affect the rights and obligations contained herein with respect to Proprietary Information supplied hereunder prior to termination.
- 11. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada.