

Commercial Confidential

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, effective as of May 5th, 2010 between MARS Discovery District, MaRS Centre, South Tower, 101 College, Suite 100, Toronto, ON, M5G 1L7, Canada (hereinafter "MaRS") and Recipients as indicated on the attached signature sheet (hereinafter "Recipients" collectively or "Recipient" individually).

WHEREAS, MaRS will be hosting a series of confidential presentations being made by entrants into a business pitch competition (the "Up-Start Competition"); and

WHEREAS, entrants into the Up-Start Competition are each in possession of certain confidential information that will be disclosed during their presentation in the competition and through questions thereafter (hereinafter "Confidential Information"); and

WHEREAS, Recipients desire to receive such Confidential Information for the purpose of participating in the Up-Start Competition either as competitors or as interested observers; and

WHEREAS, MaRS wishes to ensure that the Confidential Information provided by competitors in the Up-Start Competition remains confidential.

NOW, THEREFORE, Recipients agree as follows:

1. Recipients (and their respective partners, suppliers, licensors, licencees, agents, contractors and affiliates, who are hereby authorized to have Confidential Information disclosed to them hereunder only so long as they are in receipt of said Confidential Information under terms of confidentiality comparable to those set forth herein) hereby agree to hold in confidence any and all Confidential Information disclosed during the Up-Start Competition, either verbally or in writing. Such obligation of confidentiality shall not apply to Confidential Information:

- (a) which, at the time of disclosure, is in the public domain or thereafter becomes part of the public domain by publication or otherwise, other than by breach of this Agreement by the Recipient;
- (b) which was in the Recipient's possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing party;
- (c) which the Recipient receives from a third party having a lawful right to disclose the same;
- (d) in respect of which it can be established, by competent contemporaneous written evidence, that the same was developed by the Recipient independently of such disclosure; or
- (e) which is required to be disclosed to a third party pursuant to any applicable law or decision of any court or tribunal of competent jurisdiction, provided that (i) prior written notice, in light of the circumstances of such disclosure, is provided by the

party required to make the disclosure to the third party to other party hereto; (ii) the party required to make the disclosure to the third party shall not disclose or release more Confidential Information than is required by law; and (iii) the party required to make disclosure to the third party cooperates with the other party hereto in any attempts it may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded to the Confidential Information.

2. Recipient agrees not to use the Confidential Information disclosed hereunder for any commercial or other purpose other than the purpose described in the third recital to this Agreement, without first entering into a written agreement between the parties covering such other use. Upon receiving a written request from the disclosing party, the receiving party shall cease to use the Confidential Information disclosed to it and shall promptly thereafter return to the disclosing party all written or otherwise documented Confidential Information disclosed to it pursuant to this Agreement, except that one copy of all such Confidential Information may be kept for archival purposes and for the purpose of defending against any lawsuits brought by the disclosing party against the Recipient.

3. Recipient acknowledges that any violation of any of the provisions hereof by such party may result in immediate and irreparable damage to other party and agrees that in the event of such violation the other party shall, in addition to any other right, relief or remedy at law, be entitled to any equitable relief that any court of competent jurisdiction may deem just and proper.

4. Recipient agrees to use due care, but in no event less than a reasonable degree of care, to keep Confidential Information disclosed to it pursuant to this Agreement in a safe and secure place that is at least as safe and secure as the place where that party keeps other confidential information that it considers to be valuable and proprietary to itself.

5. Nothing herein constitutes a license or other transfer of rights in respect of either party's interest in any Confidential Information disclosed pursuant to this Agreement.

6. The obligations arising pursuant to this Agreement, including, without limitation, the parties' confidentiality obligations, shall expire on the **fifth (5th)** anniversary of the date first above written, unless such obligations are modified by a subsequent written agreement between the parties.

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by the parties. The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement.

9. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

MARS Discovery District

By: _____

Name: _____

Title: _____

