

VISITOR CONFIDENTIALITY AGREEMENT

between

Poly-Nova Technologies, Corporation
125 Southgate Drive
N1G 3M5 Guelph, Ontario
Canada

hereinafter also referred to as “Poly-Nova”

and

Full Name

Company Name

Address

hereinafter also referred to as “Visitor” -

During the course of your visit to Poly-Nova’s facility, you may receive information relating to Poly-Nova that is not known to the general public (“Confidential Information”). Confidential Information includes, but shall not be limited to, Poly-Nova’s technology, facilities, any scientific or technical information, design, description of products, formula, development or manufacturing processes, equipment or developments, drawings, graphics, manuals, any proprietary products, samples and prototypes, and other materials, intellectual property rights including trademarks, registered designs, patents, patent applications, trade secrets, know-how, copyright, scripts, texts, technical descriptions and information, pictures, videos, software, assets, systems, customers, business plans, finances and other information, which should be reasonably considered as Confidential Information. Confidential Information may be contained in tangible materials such as drawings, data, specifications and reports, or may be in the nature of unwritten knowledge. Notwithstanding the foregoing, Confidential Information shall not include any information, which you first prove (a) was publicly available without violation of this Agreement or any other obligation of confidentiality, (b) was known by you at the time of such disclosure, provided that the source of such information was not bound by any obligation of confidentiality with respect to such information, (c) is independently developed by you without use of or reference to the Confidential Information of Poly Nova.

You recognize, agree and understand that Poly-Nova’s Confidential Information is extremely valuable to it and that Poly-Nova must protect Confidential Information against unauthorized use and disclosure. In consideration of being granted access to Poly-Nova’s facilities, you agree that you will not photograph, video-tape, or otherwise make any record of or preserve any information to which you may have access during

the visit, and that any Confidential Information received during the visit will be treated in accordance with the terms and conditions of a separate confidentiality agreement in effect between us, and that if no such agreement exists, then:

- (i) you will hold in strictest confidence and not use Confidential Information for any other purpose than the agreed purpose regarding the project or cooperation;
- (ii) you will not disclose Confidential Information to any individual, company or other third party;
- (iii) you will restrict the possession, knowledge and use of Confidential Information to those employees and subcontractors who have a need to know the specific Confidential Information and you will ensure compliance on the part of these parties with this agreement;
- (iv) you will notify Poly-Nova immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this agreement;
- (v) upon Poly-Nova's request, you will deliver to Poly-Nova all materials containing Confidential Information and provide Poly-Nova with a written certification of compliance;
- (vi) all Confidential Information will remain Poly-Nova's exclusive property;
- (vii) your obligation to comply with this agreement shall apply for an indefinite period.

If any provision of this agreement is held invalid, void, unenforceable for any reason, all other provisions shall remain valid to the extent permissible by law. Any invalid provision shall be substituted by a valid provision, which comes as close as possible to the intended purpose as originally contemplated by the Parties.

Any dispute, controversy or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration under the ADR Chambers Arbitration Rules by one arbitrator appointed in accordance with the said Rules. The place of the arbitration shall be Toronto. The language to be used in the arbitral proceedings shall be English.

This Agreement shall be subject to the Laws of the Province of Ontario, Canada. Applicability of the conflict of laws ("International Private Law") as well as the United Nations Convention on the International Sale of Goods shall be excluded.

Vistor

Date

Signature

Name/Title