

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
("Agreement")

This Agreement is effective the _____ day of _____, 20__ (the "Effective Date").

This Agreement is made between: **TANGIO PRINTED ELECTRONICS (A Division of Sytek Enterprises Inc.) / SYTEK ENTERPRISES INC.**, incorporated under the laws of British Columbia, whose office is located at 100 – 55 Gostick Place, North Vancouver, British Columbia, V7M 3N2, Canada ("Sytek")

AND

_____, incorporated under the laws of _____,
whose head office is located at _____

(collectively, the "Parties")

WHEREAS:

The Parties wish to disclose to each other confidential information and proprietary information for the sole purpose of exploring a mutually beneficial business arrangement (the "Purpose"), provided that both of the Parties maintain the confidentiality of all such information so disclosed at all times or as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the Parties hereto have covenanted and agreed as follows:

Confidential Information and Trade Secrets

- 1.1 In this Agreement, "Confidential Information" shall mean any and all knowledge, know-how, information, and/or techniques disclosed by any of the Parties (the "Discloser") to the other party (the "Recipient") relating to the Discloser's products, services, business, commercial activities, and research and development activities including, without limitation formulas, compilations, programs, prototypes, devices, concepts, designs, methods, techniques, processes, data, how-how, and unique combinations of separate items, which individually may or may not be confidential, which information is not generally known to the public.
- 1.2 "Trade Secret" consists of information not generally known in the trade or easily ascertainable, which is of commercial value, and which the Discloser wishes to keep secret. This includes, without limitation, information relating to personnel, customer lists, business information such as pricing data, sources of supply, financial data, marketing and commercial strategies, and inventions (whether or not patentable).

- 1.3 However, such disclosures shall not be considered “Confidential Information” or “Trade Secret” for the purposes of this Agreement if and when it: (a) is published or becomes available to the general public other than through a breach of this Agreement; (b) is lawfully obtained by the Recipient from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Discloser; (c) is independently developed by employees, agents or consultants of the Recipient who had no knowledge of or access to the Confidential Information and/or Trade Secrets as evidenced by the Recipient’s business records; (d) was possessed by the Recipient prior to receipt from the Discloser, other than through prior disclosure by the Discloser, as evidenced by the Recipient’s business records; or (e) is made subject to an order by judicial or administrative process requiring the Recipient to disclose any or all of the Confidential Information and/or Trade Secrets, provided however that the Recipient shall promptly notify the Discloser and allow the Discloser reasonable time to oppose such process before disclosing any of the Confidential Information and/or Trade Secrets.

For the Purposes of this Agreement, both Parties shall be entitled to the protections as Disclosers and subject to the obligations as Recipients.

Permissible Use of Confidential Information and Trade Secrets

2. The Recipient shall only access and use the Confidential Information and/or Trade Secrets for the Purpose. No other use direct or indirect, of the Confidential Information and/or Trade Secrets is allowed without the prior written consent of the Discloser, including without limitation:
- a. Duplication;
 - b. Experimentation;
 - c. Commercial exploitation;
 - d. Reverse-engineering;
 - e. Adaptation;
 - f. Translation or disclosure for any reason, other than pursuant to this Agreement, to third parties;
 - g. Manufacture, or sell any device or means incorporating any of the Confidential Information and/or Trade Secrets; and
 - h. Use of the Confidential Information and/or Trade Secrets as the basis for the design or creation of any device or means.

Disclosure of the Confidential Information and Trade Secrets

3. The Recipient shall not disclose, directly or indirectly, the Confidential Information and/or Trade Secrets to third parties, except:
- a. To their employees and agents who need to know the Confidential Information and/or Trade Secrets in the performance of activities directly related to the Purpose, and have signed Confidentiality Agreements prohibiting disclosure by them of any Confidential Information and/or Trade Secrets such as that disclosed to them under this Agreement; or
 - b. With the Discloser’s prior written consent.

4. The Recipient shall limit disclosure of Confidential Information and/or Trade Secrets to only those of its officers and employees who have reasonable need to know such Confidential Information and/or Trade Secrets in the course of the performance of their duties and then only after such officers and employees have undertaken to comply with the obligation undertaken by the Recipient hereunder.
5. The Recipient shall safeguard the Confidential Information and/or Trade Secrets against disclosure to others with the same degree of care as exercised with its own information of a similar nature.

Property Rights

6. No right, license, title or interest, either express or implied, under any patent, copyright, trade secret, trademark or other property right is granted hereunder.

Non-competition

7. The Recipient shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon, or derived from the Confidential Information and/or Trade Secrets, except where agreed to by both of the Parties in writing.

Term

8. The term of this Agreement shall be four (4) years from the Effective Date first above written, unless earlier terminated by written notice to the other party or extended by written agreement of both parties hereto.
9. The Recipient's obligation not to use the Confidential Information except for the Purpose, and to not disclose and to prevent the disclosure of the Confidential Information, as set forth herein, shall continue to remain for five (5) years after the termination of this Agreement, however caused. The Recipient's obligations relating to Trade Secret, as set forth herein, shall survive any termination of this Agreement.

Entire Agreement

10. This Agreement:
 - a. Constitutes the entire agreement between the Parties relating to the Confidential Information and Trade Secrets;
 - b. Supersedes any prior written or oral statements made between the Parties; and
 - c. None of the terms of this Agreement shall be amended or modified except in writing signed both of the Parties.

Governing Law

11. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia in force therein without regard to its conflict of law rules.
12. Nothing in this Agreement excludes the Parties from seeking injunctive and equitable relief in a court of competent jurisdiction.

13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as present in force. Each party shall pay its pro rata share of the costs and expenses of such arbitration and each party shall separately pay its own attorney's fees and expenses. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereto.

Headings

14. The headings in this Agreement are for the convenience of reference only and have no legal effect.

The Parties have indicated acceptance of the terms of this Agreement by each having a duly authorized representative sign and date below:

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below but effective as of the date first above written.

<p>Signed for and on behalf of Sytek Enterprises Inc, by their duly authorized officer.</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name and Position</p> <p>_____</p> <p>Date</p>	<p>Signed for and on behalf of _____</p> <p>_____, by their duly</p> <p>authorized officer.</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name and Position</p> <p>_____</p> <p>Date</p>
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