



NONDISCLOSURE AGREEMENT

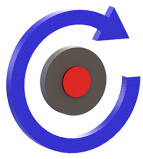
Alta Injection Molding and _____ enter into this agreement with the intent to exchange certain information with each other and in consideration for said exchange agree as follows:

1. Each party (the "receiving party") agrees that it shall use any proprietary information disclosed by the other party (the "disclosing party") under this Agreement only for the purpose of discussing and evaluating a potential business relationship between the parties and will not use any such proprietary information for the provision of services or products.
2. The receiving party shall not disclose any proprietary information disclosed to it by the disclosing party to anyone other than its or its affiliates, employees, contractors or authorized representatives of the receiving party who have a need to know the information in connection with the purpose described in paragraph 1 and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The receiving party shall exercise the same degree of care to prevent disclosure of any proprietary information received from the disclosing party hereunder as it takes to preserve and safeguard its own confidential information but, in any event, no less than a reasonable degree of care. In the event of any loss or improper disclosure of the proprietary information, the receiving party shall promptly notify the disclosing party.
3. The existence, terms and conditions of this Agreement are confidential and shall not be disclosed by the Parties to any third-party without the other party's prior written consent. The obligations of the receiving party with respect to the proprietary information contained in this Agreement shall, unless specifically released earlier by the disclosing party in writing, extend for a period of three (3) years from the date on which such proprietary information is disclosed.
4. This Agreement shall terminate one (1) year after the effective date of this Agreement, except for the obligations of the parties hereto with respect to proprietary information received prior to such termination which shall survive such termination pursuant to paragraph 3 above.
5. No rights or obligations other than those expressly provided for in this Agreement shall be implied from this Agreement. Nothing herein contained shall in any way affect the present and prospective rights of the parties under the patent laws of any country, or be construed to (i) grant to the receiving party a license under any present or future patent, patent application, trade secret or trademark related to the



proprietary information of the disclosing party or (ii) restrict in any way the marketing of any product or merchandise of the receiving party unless such marketing will constitute a breach of this Agreement by the receiving party.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party, not to be unreasonably withheld
7. This Agreement shall be governed by and interpreted in accordance with the Provincial and Federal laws; any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Provincial and the Federal courts, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.
8. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
9. In this Agreement, the term "proprietary information" means any information disclosed for the evaluation or discussion contemplated hereby, that the disclosing party owns or otherwise controls, except information which:
 - a. is already known to, or independently developed by, the receiving party;
 - b. is already publicly available or becomes publicly available without a breach of this Agreement by the receiving party;
 - c. is lawfully received by the receiving party from a third party;
 - d. is not either (i) disclosed in writing and identified thereon as confidential or proprietary, or (ii) if first disclosed orally, identified as confidential or proprietary at the time of oral disclosure and so confirmed in writing within thirty (30) days after such oral disclosure, except that information disclosed under this Agreement which would reasonably be expected, by the receiving party, to be considered confidential in the context in which such information is disclosed shall be considered proprietary information;
 - e. becomes known to the receiving party by examining a product or merchandise made publicly available by the disclosing party; or



ALTA INJECTION MOLDING

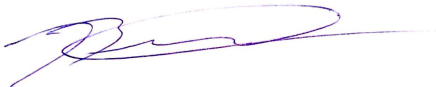
Engineering Polymer Solutions

- f. is required to be disclosed by law or a valid order by a court or other governmental body, provided that the receiving party provides the disclosing party with prior written notice of such disclosure in order to permit the disclosing party to seek confidential treatment of such information.
- 10. Upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all the proprietary information disclosed by the disclosing party. Upon termination of this Agreement, unless requested in writing otherwise by the disclosing party, the receiving party shall return to the disclosing party or destroy and provide the disclosing party with notice of such destruction, all proprietary information disclosed by the disclosing party including all copies.
- 11. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof, and supersedes all prior and contemporaneous understanding and agreements relating thereto.

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the later date written below.

Alta Injection Molding

Signed _____
 By _____
 Title _____
 Date _____

Signed 
 By Brett Darichuk
 Title General Manager
 Date November 30, 2018