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AGREEMENT FOR RECEIPT OF CONFIDENTIAL INFORMATION

This Agreement is made as of the _____ day of _____ 2002.

BETWEEN:

**Metacorp Innovative Technologies Inc. having its principal place of business at
12 Boyd Meadow Court, Woodbridge, Ontario L4L 9J1**

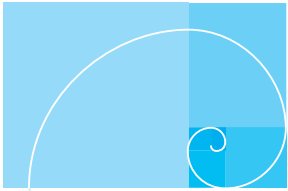
-AND-

_____ having its principal place of business at

In consideration of the mutual covenants and promises hereinafter contained and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree that the following terms apply when one party (the "Discloser") discloses information to the other (the "Recipient") under this Agreement:

1. The Discloser may provide to the Recipient certain confidential and proprietary information for the sole purpose of enabling the Discloser and the Recipient to better plan and co-ordinate their business activities, provided in all cases that the decision as to whether and what such information will be provided to the Recipient shall be solely and exclusively that of the Discloser and nothing in this Agreement shall require either party to provide any information whatsoever to the other in any given instance.

2. As used herein, "Confidential and Proprietary Information" of the Discloser shall mean all information and data, whether oral or written, in whatever media or form, directly or indirectly disclosed to the Recipient without limiting the generality of the foregoing, information or data relating to the Discloser's current or proposed products, services, prices, suppliers, customers, dealers, agents, employees, businesses, business opportunities, addresses, locations, systems, specifications, drawings, sketches, designs, ideas, creations, inventions, formulas, improvements, models, samples, processes, equipment, methods, techniques, experiments, demonstrations, prototypes, procedures, design methodology, evaluation methodology and criteria, trade secrets, business operations, reports, plans, costs, salaries, sales, income, profit, profitability, pricing, confidential business information, financial situation, revenue statements, business or marketing plans, forecasts, distribution and other business strategies, current and historical data, test data, research, technology, computer systems, computer programs, codes, routines, and other software and documentation, scientific, computer technical or financial information, and any notes, memoranda, summaries, analyses, compilations or any other writings relating thereto prepared by the Recipient or on its behalf or that are marked "private" or "restricted" or otherwise marked so as to indicate confidentiality and including any information relating to third parties contained therein.



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3. The Recipient shall treat all Confidential and Proprietary Information of the Discloser in strict confidence and shall protect the same with the same degree of care as that with which it protects its own confidential and proprietary information, which in any event shall not be less than a reasonable degree of care. The Recipient shall not, without the prior written consent of the Discloser, disclose Confidential and Proprietary Information of the Discloser to any person or entity except its own authorized employees who require same in connection with fulfilling the purposes of this Agreement.

4. Notwithstanding the foregoing, the Recipient shall have no obligation with respect to any Confidential and Proprietary Information that:

- (a) is documented as being independently developed by the Recipient; or
- (b) is already in its possession without burden of confidentiality; or
- (c) is or becomes publicly available through no fault of the Recipient; or
- (d) is disclosed pursuant to the lawful requirement of a court or governmental agency without condition of confidentiality.

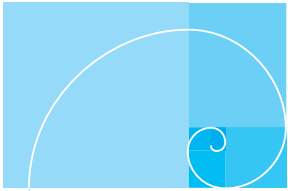
5. Title to all Confidential and Proprietary Information shall be retained by the Discloser and the Recipient shall return all such information and all copies or duplications thereof, in whatever media form, to the Discloser upon termination of this Agreement or at the request of the Discloser. Alternatively, the Recipient will destroy all such information and copies thereof at the request of the Discloser, as the case may be.

6. Neither party shall publicly disclose the fact that it has entered into this Agreement without the written consent of the other.

7. This Agreement shall apply to all Confidential and Proprietary Information disclosed in connection with the purposes listed in Section 1. The obligations of the confidentiality imposed hereunder shall continue for a period of five (5) years following the disclosure of the Confidential and Proprietary Information and shall survive the termination of this Agreement and the return of information pursuant to paragraph 5 hereof.

8. The Recipient acknowledges that in the event it breaches this Agreement, damages may not be an adequate remedy and the Discloser may seek and obtain injunctive relief.

9. The provision of the Confidential and Proprietary Information pursuant to this Agreement in no way obligates either party in respect of any further or other relationship, unless agreed in writing by the duly authorized representatives of the parties.



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10. The Parties may terminate this Agreement by mutual agreement in writing.

11. This Agreement is binding upon and for the benefit of the parties, their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term thereof.

12. This Agreement shall be governed in all respect by the laws of the Province of Ontario.

13. This Agreement contains the entire undertaking of the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

_____ **METACORP INNOVATIVE TECHNOLOGIES INC.**

PER: _____ PER: _____

NAME: _____ NAME: _____
(please print) (please print)

TITLE: _____ TITLE: _____
(please print) (please print)