

MOMENTUM PRODUCT DESIGN: NDA

MUTUAL NON-DISCLOSURE AGREEMENT (hereinafter called "Agreement")

Momentum Product Design Inc. (hereinafter called "MPD")	Client: (hereinafter called "Company")
Principal Place of Business (Address): 205-145 Spruce St. Ottawa, ON, Canada K1R 6P1	Principal Place of Business (Address):
Signature:	Signature:
Name:	Name:
Title:	Title:
Purpose: To explore mutual expertise for possible engagement of services.	
Effective Date of Agreement:	
Disclosure Period: 1 year commencing on the Effective Date.	
Period of Protection: 3 years from the end of the Disclosure Period.	

In consideration of the covenants contained in this Agreement, the Parties by executing this Agreement agree as follows:

1. DEFINITIONS: As used in this Agreement unless otherwise defined,;

"Confidential Information" means all information, including technical, financial, scientific, business and market related information and product specifications, provided by the Disclosing Party, as defined in section 2 of this Agreement, by any means, whether it is verbal, written, graphic or other, and is independent of the medium of communication.

"Disclosing Party" has the meaning ascribed in section 2 of this Agreement.

"MPD" means Momentum Product Design Inc.

"Parties" means MPD and Company collectively; "Party" means either of MPD or Company.

"Receiving Party" has the meaning ascribed in section 2 of this Agreement.

"Subsidiary" means any corporation or other legal entity in which MPD directly or indirectly owns and controls, and continues to own and control, fifty percent (50%) or more of the voting stock or shares, or other control mechanism.



MOMENTUM PRODUCT DESIGN: NDA

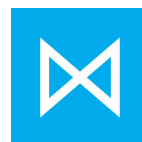
2. DISCLOSURE AND USE RESTRICTIONS: Any Confidential Information disclosed by a Party (the "Disclosing Party"), during the Disclosure Period, shall be retained in confidence by the receiving party ("Receiving Party") during the Disclosure Period and for the Period of Protection, disclosed only to employees and contractors of the Receiving Party with a need to know who are bound by terms at least as protective as those contained in this Agreement, and used solely for the Purpose. The Receiving Party shall use the same degree of care as it uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

3. RETURN OF CONFIDENTIAL INFORMATION: Upon request from the Disclosing Party, the Receiving Party shall (a) immediately return all Confidential Information and copies; or (b) immediately destroy such Confidential Information and all copies, and certify their destruction to the Disclosing Party. The Receiving Party's legal counsel may retain a single copy of Confidential Information for archival purposes only.

4. EXEMPTING PROVISIONS: Restrictions on use and disclosure set forth in this Agreement shall not apply to the extent that the use or disclosure of Confidential Information: (a) was previously known by the Receiving Party without obligations of confidentiality; (b) is lawfully in the public domain; (c) was disclosed to the Receiving Party by a third party without any restrictions on its use or disclosure, provided the third party is not, to the best of the Receiving Party's knowledge, itself in breach of any obligations of confidence with respect to such information; (d) is independently developed by the Receiving Party without any breach of the Agreement and without use or reference to the Confidential Information; or (e) is compelled by law, subject to the Receiving Party providing the Disclosing Party with prompt notice of any efforts to compel disclosure and reasonably co-operating with the Disclosing Party's lawful attempts to prevent or limit disclosure or to obtain a protective order.

5. PROPRIETARY RIGHTS: The Disclosing Party and its suppliers (as applicable) shall retain all right, title and interest in and to its Confidential Information. No license of any patent, copyright or any other right in respect of the Confidential Information is granted to the Receiving Party under this Agreement by implication, estoppel or otherwise except for the express rights granted in this Agreement.

6. DISCLAIMER/NO WARRANTY: The Disclosing Party warrants that it has the right to disclose Confidential Information disclosed pursuant to this Agreement. No warranties, representations or conditions, expressed or implied, including, without limitation, any representations, warranties or conditions of accuracy, completeness, sufficiency, suitability or non-infringement are made by any party under this agreement. Any information exchanged under this agreement is provided "as is", and the discloser shall have no liability whatsoever for any damages, losses or expenses incurred by the recipient as a result of its receipt of information which discloser had the right to disclose to the recipient pursuant to this agreement, whether arising in contract, tort or otherwise. The Parties acknowledge that Confidential Information is subject to change at any time without notice.



MOMENTUM PRODUCT DESIGN: NDA

7. NO BUSINESS RELATIONSHIP: This Agreement does not represent or imply any agreement or commitment to enter into any business relationship, or to expend funds or other resources in the development of products or services. No obligation or commitment relating to the Purpose shall arise between the Parties except as may be set forth in a written agreement duly executed by authorized representatives of each Party. This Agreement does not create any agency or partnership relationship between the Parties or authorize a Party to use the other Party's name or trademarks. Subject to the obligations of this Agreement, neither Party is precluded from independently pursuing any activities similar to or in competition with the Purpose contemplated in this Agreement.

8. EXPORT CONTROL: The Parties recognize that the communication or transfer of any information received pursuant to the Purpose may be subject to specific governmental export approval. The Parties agree to comply with all such legislation.

9. EQUITABLE REMEDIES: The Receiving Party agrees and acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

10. ASSIGNMENT: This agreement and the rights and obligations granted to and undertaken by the Parties shall not be assignable or transferable, in whole or in part, by either party without prior written consent of the other party.

11. COUNTER-PARTS & FAXING: This Agreement may be executed in counterparts and shall become operative when each Party has executed and delivered a copy to the other Party. Facsimile signatures shall be treated as original signatures.

12. WAIVER: The failure of a Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of that Party to enforce each and every provision.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations or communications of any kind. No amendment or modification of this Agreement shall be valid or binding unless it is in writing and signed by duly authorized representatives of each Party.

14. PUBLICITY: Each Party agrees not to use the other Party's name in any way for advertising or promotional purposes or to make any disclosure regarding the existence or content of this Agreement without the prior written consent of the other Party.

15. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of Canada, and the parties hereunder agree to submit to the exclusive jurisdiction of the courts of Canada and waive any objection relating to improper venue or forum non convenient to the conduct of any proceeding in any such courts.