



MUTUAL NON-DISCLOSURE AGREEMENT

Effective as of the date last signed below

BSC Products Limited

1179 Northside Rd

Burlington, ON L7M 1H5

Email: info@bscproducts.ca

Counterparty

Email: _____

Re: Project or Purpose: _____ (the "Purpose").

Guidance — describe the Purpose as specifically as possible (for example, "design, tooling, and quoting of a prototype bicycle saddle for AcmeCo"). Broad descriptions such as "sporting goods" or "general discussions" may weaken the protection otherwise available.

This Mutual Non-Disclosure Agreement (this "Agreement") is effective as of the date last signed below (the "Effective Date") between **BSC Products Limited** ("BSC") and the counterparty identified above (each a "Party" and together the "Parties") to facilitate the Purpose. In consideration of the mutual covenants below, the Parties agree as follows.

1. Definitions

1.1 "Confidential Information" means non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the Purpose that is either **(a)** marked or identified as confidential at the time of disclosure (including by legend, header, footer, stamp, physical marking on a tangible item such as a prototype or sample, or any other indication of confidentiality), or **(b)** reasonably understood to be confidential from its nature or the circumstances of disclosure. A particular document or item need not be marked in any particular way so long as its confidential character is reasonably apparent from the context. It may include, without limitation, information relating to product ideas, prototypes, engineering concepts, manufacturing information, designs, specifications, drawings, CAD or other digital models, manufacturing processes, software, source code, firmware, hardware, schematics, materials, suppliers, customers, business strategies, pricing, financial information, and the existence and terms of this Agreement. Confidential Information does **not** include information that qualifies under any exception in Section 4.

1.2 "Representatives" means a Party's officers, directors, employees, professional advisors, accountants, and contractors who (i) have a need to know the Confidential Information for the Purpose, (ii) have been informed of its confidential nature, and (iii) are bound by written or professional obligations of confidentiality at least as protective as those in this Agreement.

2. Permitted Use and Ownership

The Receiving Party may use Confidential Information solely to evaluate, negotiate, and carry out the Purpose (the "Permitted Use") and may not use it for any commercial purpose other than the Permitted Use without the Disclosing Party's prior written consent. All right, title, and interest in Confidential Information remains with the Disclosing Party, and no licence or other right is granted except the limited right of use in this Agreement. **(a) Intellectual Property.** Nothing in this Agreement transfers, assigns, or licenses any intellectual-property rights between the Parties; each Party retains ownership of all intellectual property it owned before the Effective Date and all intellectual property it independently develops outside any use of, reliance upon, or reference to the other Party's Confidential Information. **(b) Independent Development Safe Harbour.** For greater certainty, nothing in this Agreement prevents the Receiving Party from independently developing, manufacturing, marketing, or selling products, services, or technologies that are similar to, compete with, or resemble those contemplated by the Confidential Information, including for or in connection with other clients, provided that such products, services, or technologies are **independently developed without use of, reliance upon, or reference to** the Disclosing Party's Confidential Information. **(c) Disclosure Not an Ownership Claim.** For greater clarity, the disclosure of information under this Agreement does not grant the Disclosing Party any ownership interest in, or exclusive rights to, any product, technology, concept, or idea independently developed by the Receiving Party without use of or reliance upon the Disclosing Party's Confidential Information. This Agreement protects Confidential Information; it does not create exclusivity or restrict future independent innovation. **(d) Residual Know-How.** The Receiving Party retains the unrestricted right to use general knowledge, skills, experience, techniques, manufacturing methods, ideas, concepts, and know-how retained in the unaided memory of its personnel during the ordinary course of business, provided no Confidential Information is intentionally used or disclosed in breach of this Agreement. **(e) Patent and Design Filings.** The Receiving Party may not file for patent, design, or other intellectual-property protection that is based **primarily upon, or derived from**, the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; nothing in this Agreement restricts protection for inventions the Receiving Party developed independently of any Confidential Information. **(f) No Implied Rights.** Nothing in this Agreement shall be interpreted as granting either Party any ownership interest, licence, option, manufacturing right, commercialisation right, or other interest in the other Party's Confidential Information, intellectual property, products, technologies, or ideas, except as expressly provided in this Agreement. This Agreement is purely a confidentiality agreement; it is not a manufacturing agreement, development agreement, licence, or assignment of rights.

3. Confidentiality Obligations

The Receiving Party shall (a) protect Confidential Information using the same degree of care it uses for its own confidential information of like importance, but in no event less than reasonable care; (b) disclose Confidential Information only to its Representatives; (c) ensure each Representative complies with this Agreement; and (d) be responsible for any breach by its Representatives as if the breach were its own.

4. Exceptions

The obligations in Section 3 do not apply to information that the Receiving Party can demonstrate by written records: **(a)** was lawfully in the Receiving Party's possession before disclosure and free of any confidentiality obligation; **(b)** is or becomes publicly available through no fault of the Receiving Party or its Representatives; **(c)** is independently developed **without use of, reliance upon, or reference to** any Confidential Information; or **(d)** is rightfully obtained from a third party free to disclose it without any confidentiality obligation.

5. Marking of Oral and Visual Disclosures

Oral or visual disclosures are Confidential Information when the Disclosing Party identifies them as confidential at the time of disclosure. Where the Disclosing Party subsequently confirms the disclosure in a written summary delivered to the Receiving Party within thirty (30) days, that confirmation extends confidentiality to the full substance of what was said or shown. The Disclosing Party's failure to deliver such a written summary within thirty (30) days does not diminish the confidentiality of information whose confidential nature was reasonably apparent from the circumstances of disclosure (for example, a sample delivered with a physical marking indicating confidentiality, or a discussion held in a setting that makes its confidential character obvious).

6. Compelled Disclosure. If the Receiving Party is required by law, regulation, court order, or governmental authority to disclose Confidential Information, it shall, to the extent legally permitted, promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other remedy. The Receiving Party shall reasonably cooperate, at the Disclosing Party's expense, in any such effort. Disclosure made in compliance with this Section is not a breach of this Agreement, provided the Receiving Party discloses only the portion of Confidential Information that is legally required.

7. Term. This Agreement begins on the Effective Date and continues for two (2) years, unless terminated earlier by either Party on thirty (30) days' written notice. The confidentiality obligations in this Agreement survive termination or expiration and continue for three (3) years after termination or expiration of this Agreement.

8. Return or Destruction of Materials. Upon termination or expiration, or earlier on the Disclosing Party's written request, the Receiving Party shall, at the Disclosing Party's option, promptly return or destroy all Confidential Information in its possession or control of which it is aware, including all copies, summaries, and derivatives, and certify in writing that it has done so. **Notwithstanding the foregoing**, the Receiving Party may retain **(i)** one archival copy for evidentiary or audit purposes; **(ii)** copies contained in routine electronic-backup, system-archive, or disaster-recovery systems not readily accessible in the ordinary course of business; **(iii)** copies required to comply with applicable law, regulation, court order, or legal hold; **(iv)** copies required for insurance, audit, regulatory, or tax purposes; **(v)** copies reasonably necessary to resolve any actual or contemplated dispute; and **(vi)** copies retained in the ordinary course consistent with the Receiving Party's standard record-retention practices; in each case, every retained copy remains subject to the confidentiality obligations of this Agreement until destroyed in the ordinary course.

9. No Warranty. All Confidential Information is provided "AS IS." Neither Party makes any representation or warranty, express or implied, as to the accuracy, completeness, or fitness for any particular purpose of any Confidential Information disclosed under this Agreement. Neither Party has any liability to the other resulting from the other's use of the Confidential Information.

10. No Solicitation. For a period of twelve (12) months after the Effective Date, neither Party shall directly solicit for employment any employee of the other Party with whom it had material contact in connection with the Purpose, other than through general advertising not specifically targeted at that employee.

11. Remedies. The Parties acknowledge that Confidential Information is valuable and that any breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate. Accordingly, each Party is entitled to seek injunctive and other equitable relief, in addition to any other remedies available at law or in equity, to prevent or restrain a breach of this Agreement.

12. Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, except that either Party may assign this Agreement, on written notice to the other Party, to a successor in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets, provided the successor agrees in writing to be bound by this Agreement.

13. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

14. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous understandings, whether written or oral. This Agreement may be amended only by a written agreement signed by both Parties.

15. Miscellaneous. (a) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent. **(b) Waiver.** No waiver of any provision is a waiver of any other provision, and a waiver is effective only if in writing and signed by the waiving Party. **(c) Order of Precedence.** In the event of any conflict between this Agreement and any subsequent non-disclosure or related agreement between the Parties regarding the Purpose, the terms of this Agreement control unless the subsequent agreement expressly references the conflicting section and states an intent to modify it. **(d) Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, including by electronic signature (for example DocuSign, Adobe Sign, or an emailed PDF containing a signature image); each counterpart is an original, and all together constitute one instrument. Electronic execution has the same legal effect as delivery of an executed paper original. **(e) Notices.** Notices must be in writing and sent by email to the addresses above (or such other email as a Party designates in writing) and are deemed given on the next business day after sending, provided the email is not returned as undeliverable. **(f) Independent Contractors.** The Parties are independent contractors; nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. No third party acquires any rights under this Agreement. **(g) No Obligation to Proceed.** Nothing in this Agreement obligates either Party to manufacture, quote, design, develop, purchase, license, sell, or otherwise enter into any commercial relationship, transaction, or agreement with the other Party, regardless of the outcome of any discussions conducted under this Agreement. Either Party may discontinue discussions at any time, for any reason, and is not in breach of this Agreement for doing so. **(h) Survival.** Sections 1, 3, 4, 5, 7, 8, 9, 11, 13, 14, and 15 survive termination or expiration of this Agreement.

EXECUTION

IN WITNESS WHEREOF the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

For and on behalf of

For and on behalf of

BSC PRODUCTS LIMITED



Authorized Signature

Name: Sam Binnington

Title: Co-Founder

Date: _____

Authorized Signature

Name: _____

Title: _____

Date: _____

Please complete, sign, and return a copy by email to info@bscproducts.ca.