

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT entered into as of the _____ (MM/DD/YYYY)

BETWEEN:

The Raj Manek Mentorship Program on behalf of themselves and their Affiliates, (hereinafter referred to as "**RMMP**")

- and -

_____ (Name of Applicant), representative of

_____ (Name of Business)

(hereinafter referred to as "**The Applicant**")

WHEREAS Participants will be engaging in business Advisory Practices

AND WHEREAS in connection with possible Advisory Practices, RMMP has requested that the Applicant disclose, and The Applicant has agreed to disclose, certain confidential information with respect to The Applicant and (Name of business)

NOW THEREFORE in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto covenant and agree as follows:

1. Following are definitions which form part of the this Confidentiality Agreement:
 - (a) "**Advisors**" means consultants, financial advisors, independent engineers, lawyers, accountants, bankers and lenders.
 - (b) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting stock in any such corporation or of the general partnership interest or voting interest in any such partnership.

- (c) **"Agreement"** means this Confidentiality Agreement executed by the Parties.
 - (d) **"Party"** or **"Parties"**, as the context requires, means the signatories to this Agreement.
 - (e) **"Person"** means any individual or entity, including any partnership, body corporate, trust, unincorporated organization, union or governmental entity or authority and any heir, executor, administrator or other legal representative of an individual.
 - (f) **"Personal Information"** means information about an identifiable individual but does not include an individual's name, position, title, business telephone number, business address, business e-mail or business fax number.
 - (g) **"Related Parties"** means, in reference to a Party, its Affiliates, successors and assigns and its and their respective directors, officers and employees.
 - (h) **"Representatives"** means, in reference to a Party, its Related Parties and its and their respective representatives, agents, legal counsel, consultants and advisors.
 - (i) **"Advisory Practices"** means any and all advising by RMMP to The Applicant in matters directly or indirectly pertaining to (Name of Business), Related Parties, or/and Representatives thereof.
2. In connection with RMMP Advisory Practices to The Applicant, The Applicant is willing, in accordance with the terms and conditions of this Agreement, to disclose to RMMP certain Confidential Information relating to The Applicant. **"Confidential Information"** refers to any and all information acquired by RMMP or its Representatives from or on behalf of The Applicant and its Representatives in the course of RMMP Advisory Practices (including information acquired prior to the execution of this Agreement in connection Advisory Practices), which shall include all agreements, correspondence, financial information, reports, models, data and compilations, whether provided in oral, written or electronic form, together with analyses, interpretations, compilations, data, studies, notes and any documents prepared by or on behalf of The Applicant and its Representatives containing or based upon, in whole or in part, information acquired by RMMP and its Representatives hereunder.
 3. The Confidential Information to be disclosed hereunder shall be determined by The Applicant. The Applicant will consider reasonable requests by RMMP for any further information, data or documents, but will be under no obligation to provide such additional information, data or documents. It is acknowledged that The Applicant may revoke, at any time and in any manner, its consent to make available the Confidential Information. Further, The Applicant may also terminate at any time any discussions with RMMP with respect to Advisory Practices, and The Applicant is under no obligation to enter into Advisory Practices with RMMP except as stated in other agreements, contracts or legal documents.
 4. In consideration of the disclosure referred to in Section 2 hereof, RMMP agrees that (i) the Confidential Information and the disclosure hereof to RMMP, (ii) the potential subject matter of Advisory Practices, and (iii) the status of Advisory Practices, shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed in any manner whatsoever, including by means of photocopy or reproduction, without The Applicant's prior written consent (which consent may be withheld in The Applicant's sole discretion), except as provided in Sections 5

- and 6. For purposes of this Agreement, the disclosure referred to in clause (i) and the information referred to in clauses (ii) and (iii) of this Section 4 shall also be deemed to be Confidential Information.
5. RMMP may disclose Confidential Information without The Applicant's prior written consent only to the extent that RMMP can establish, through documentary evidence, that such information:
- (a) was known to RMMP prior to disclosure hereunder and was acquired without any obligation of confidentiality;
 - (b) is as of the date of this Agreement publicly available or becomes available to the public other than through the act or omission of RMMP or any of its Representatives, provided however, that if some portion of the Confidential Information becomes publicly available, the balance of the Confidential Information whether related or not to said portion, shall not be considered to have become publicly available;
 - (c) is required to be disclosed under applicable law or by court order or by a governmental order, decree, regulation or rule of any stock exchange or securities regulator and RMMP provides a formal written legal opinion from its external legal counsel confirming such disclosure is required (provided that RMMP shall give written notice to The Applicant prior to such disclosure and shall comply with the requirements of Section 11); or
 - (d) is acquired independently by RMMP, without any obligation of confidentiality, from a third party that has the right to disseminate such information without restrictions at the time it is acquired by RMMP.
6. RMMP shall be entitled to disclose Confidential Information only with The Applicant's prior written consent to the following Persons who have an expertise in such a topic that RMMP are unqualified to engage in Advisory Practices:
- (a) RMMP's Related Parties; and
 - (b) any Advisors retained by RMMP for the purpose of RMMP's own Advisory Practices

Prior to making any such disclosures to persons under subsection 6 (a) and (b) RMMP shall obtain an undertaking of confidentiality in favour of Vendor, of substantially the same content as set forth in this Agreement, from each such Person. RMMP shall, upon request, provide The Applicant with a list of all Persons to whom Confidential Information has been provided. RMMP agrees to be responsible for any breach of or failure to adhere to any of the terms of this Agreement by any Person receiving Confidential Information.

7. RMMP and its Representatives receiving Confidential Information shall only use or permit the use of the Confidential Information to provide Advisory Practices for The Applicant and for no other purpose. RMMP undertakes that neither it nor any of its Representatives shall, without the prior written consent of The Applicant (which consent may be withheld in The Applicant's sole discretion), prior to closing of the Advisory Practice period enter into any discussion or agreement with any Person to acquire any separate, joint or subdivided interest in any asset or property potentially forming part of the Advisory Practice.

8. RMMP shall ensure that its Representatives to whom Confidential Information is disclosed under this Agreement keep such information confidential and shall not disclose or divulge the same to any unauthorized Person. In addition to any other rights The Applicant may have against RMMP arising by reason of any breach of this Agreement, RMMP shall:
 - (a) be liable to The Applicant, its Related Parties and their respective Representatives, for all losses, costs, damages and expenses whatsoever which any of them may suffer, sustain, pay or incur; and
 - (b) indemnify and hold The Applicant, its Related Parties and their respective Representatives, harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by any of them or which any of them may suffer, sustain, pay or incur;as a result of any breach of this Agreement by Recipient, its Representatives, or any other Persons receiving Confidential Information hereunder.
9. The obligations of the Parties herein shall remain in full force and effect for a period of two (2) years from the date hereof (notwithstanding that Confidential Information may have been returned or copies or other reproductions thereof destroyed prior to the expiration of such period and whether or not an Advisory Practice has taken place).
10. RMMP agrees that monetary damages would not alone be sufficient to remedy any breach by the RMMP or RMMP's Representatives of any term or provision of this Agreement and that The Applicant will also be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement or at law or in equity. RMMP Representatives further waive any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.
11. Should any Person seek to legally compel RMMP or any of its Representatives receiving Confidential Information to disclose any Confidential Information, RMMP will provide The Applicant with prompt written notice thereof so that The Applicant may seek a protective order or other appropriate remedy. RMMP shall cooperate fully with The Applicant on a reasonable basis in any attempt by The Applicant to obtain a protective order or other appropriate remedy. In any event, RMMP or other Person receiving Confidential Information hereunder who is so compelled to disclose, will only furnish that portion of the Confidential Information that is legally required to be disclosed.
12. After the completion of the Advisory Practices period or the termination of Advisory Practices with respect to RMMP, RMMP shall not, directly or indirectly, initiate or maintain contact (except for those contacts made in the ordinary course of business) with The Applicant, or any of its Representatives, joint venture participants, advisors, lenders, customers or suppliers, regarding the business, operations, prospects or finances of The Applicant.
13. To the extent that RMMP is given physical access to any of the properties or premises owned, leased, used or otherwise held or occupied by The Applicant, RMMP hereby agrees to indemnify, defend and hold harmless The Applicant and its Representatives from and against any and all liabilities, claims and causes of action by RMMP or any of its Representatives for

personal injury, death or property damage occurring on such property or premises as a result of the access to such properties or premises by RMMP or its Representatives.

14. It is understood that neither this Agreement nor the disclosure of any Confidential Information to RMMP or its Representatives shall be construed as granting to any of them any license or rights in respect of any part of the Confidential Information.
15. RMMP and its Representatives shall not, for a period of 12 months from the date hereof, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the Advisory Practices period employed by The Applicant without the consent of The Applicant.
16. The Confidential Information shall remain the property of The Applicant, and The Applicant may demand the return and/or destruction thereof at any time upon giving written notice to RMMP. Within seven (7) business days of receipt of such notice, RMMP shall return all of the original Confidential Information, destroy all copies and reproductions (both written and electronic) and analyses, interpretations, compilations, data, studies, notes and any documents prepared by or on behalf of RMMP or any of its Representatives containing or based upon, in whole or in part, Confidential Information, and promptly upon request of The Applicant, RMMP shall be required to certify such destruction in writing. The Parties acknowledge that the computer systems of RMMP and its Representatives may automatically back up Confidential Information disclosed to it under this Agreement. To the extent that such computer back up procedures create copies of any Confidential Information, such copies may be retained in RMMP's or such Person's archival or back up computer storage for the period it normally archives backed up computer records, which copies shall remain subject to the provisions of this Agreement until the same are destroyed, and shall not be accessed by RMMP or such other Person during such period of archival or back up storage other than as might be required by this Agreement. Notwithstanding the destruction or return of the Confidential Information, RMMP and its Representatives will continue to be bound by the obligations of confidentiality and all other obligations hereunder during the term of this Agreement.
17. The Applicant makes no representations or warranties, express or implied, as to the quality, accuracy or completeness of the Confidential Information disclosed hereunder. RMMP hereby releases, indemnifies and holds The Applicant and its Representatives harmless with respect to the use of or reliance upon Confidential Information by The Applicant and its Representatives.
18. By signature of this agreement The Applicant agrees to RMMPship of the Raj Manek Mentorship Program, and the constraints herein stated to be applied to any such participatory action in said program, namely any and all sections of this agreement pertaining to "RMMP" except in cases that can be proven through documentary evidence to be directly pertaining to (Name of business)
19. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan. The Parties irrevocably and unconditionally consent to and submit to the jurisdiction of the courts of the Province of Saskatchewan, Canada for any actions, suits or proceedings arising out of, or relating to, this Agreement.
20. RMMP hereby acknowledges that it is aware, and that it will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that applicable securities laws prohibit any Person who has received from an issuer material, non-public information from

communicating such information to any other Person before such information has been generally disclosed.

21. All notices, consents and other instruments which are required or may be given pursuant to this Agreement must be given in writing and delivered personally or by facsimile as follows:

If to The Applicant:

Attention:

Facsimile:

If to RMMP:

Attention:

Facsimile:

or in accordance with the latest unrevoked instructions delivered by one Party to the other. All notices will be deemed to have been duly given at the time of delivery or, in the case of facsimile, on the first business day after faxing.

22. RMMP shall not assign this Agreement or any rights and benefits hereunder, in whole or in part to any Person without the prior written consent of The Applicant. The Applicant may, at its sole discretion, upon notice but without consent, assign all or a portion of this Agreement. Notwithstanding the foregoing, this Agreement shall enure to the benefit of the Parties and their lawful successors and permitted assigns.
23. In addition to any other obligation of RMMP with respect to Confidential Information, RMMP shall be responsible for compliance with any applicable privacy laws which govern the collection, use and disclosure of Personal Information, if any, acquired by RMMP in connection with this Agreement. RMMP shall limit and shall cause its Related Parties to limit the use, collection and disclosure of the Personal Information contained in the Confidential Information, if any, to those purposes that relate to this Agreement and shall otherwise limit disclosure of the Personal Information to disclosure required by applicable law. RMMP shall employ security measures to protect the Personal Information against inadequate or accidental disclosure of a standard at least as high as that employed by RMMP in its own business.
24. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties. No waiver of any provision of this Agreement shall be valid except if provided in writing by a duly authorized representative of the Party proposing to grant the same. Further, no failure or delay by The Applicant in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
25. This Agreement comprises the full and complete agreement of the Parties with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties in respect hereof, whether written or oral, expressed or implied. The invalidity or unenforceability of any provision of this Agreement shall

not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

26. RMMP agrees that The Applicant is trustee of the covenants of RMMP in this Agreement that are for the benefit of The Applicant's Related Parties, as applicable.
27. This Agreement may be executed in counterpart and by facsimile copies, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representative of each of the Parties has caused this Agreement to be executed on the date first written above.

The Applicant

RMMP

Per: _____

Name:

Title:

Name: Kanchan Manek

Title: Secretary- Board of Directors

Fax: 780-756-3337