

## NON-DISCLOSURE NON-CIRCUMVENT AGREEMENT (NCNDA)

This NON-DISCLOSURE NON-CIRCUMVENT AGREEMENT (the “*Agreement*”), is entered into as of \_\_\_\_\_, between \_\_\_\_\_ o/a \_\_\_\_\_, a corporation under the laws of \_\_\_\_\_, and/or one or more of its affiliates, subsidiaries or partners (collectively “\_\_\_\_\_”), and \_\_\_\_\_, o/a Mainbridge Development Limited, a corporation under the laws of the Province of Ontario, and/or one or more of its affiliates, subsidiaries or partners (collectively, the “*Mainbridge*”). \_\_\_\_\_ and Mainbridge shall sometimes be individually referred to herein as a “*Party*” and collectively as “*Parties*”.

### RECITALS:

The Parties are considering entering into an agreement concerning a possible set of transactions relating to Mainbridge and one or more corporations located in China (the “*Manufacturer*”) who engage in the business of manufacturing aluminum steel and other metal products for the \_\_\_\_\_ industry (one or more “*Transaction*”); and

The Parties acknowledge that each Party will make available, from time to time, in connection with such agreements, certain Confidential Information (as defined below) to the other Party and its Representatives (as defined below).

NOW THEREFORE, in consideration of the premises and the mutual agreements, promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows:

1. Certain Defined Terms: For purposes of this Agreement, the following terms shall have the following meanings:

(a) “*Affiliates*” means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person, and a person shall be deemed to control another person if such person possesses the power to direct or cause the direction of the management and policies of the other person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership or shares or other equity interests, the holding of voting rights or contractual rights, or partnership interests or otherwise.

“*Confidential Information*” as used herein means all information including but not limited to the proposed manufacturing partners in China, the computer aided drafting drawings listed in Schedule A, other computer aided drafting drawings, memoranda, notes, work papers, business plans, strategy documents, reports, interpretations, financial statements, forecasts, records and other materials (whether in oral or written form, electronically stored or otherwise) containing or otherwise reflecting information concerning the Transaction, interpretations or other documents in tangible form (whether in written form, electronically stored or otherwise). The Party or its Representatives delivering the information or on whose behalf it is delivered is hereinafter referred to as the “*Supplying Party*” while the Party receiving the information or on whose behalf

it is being received from the Supplying Party or its Representatives is hereinafter referred to as the "**Recipient**"

Notwithstanding the foregoing, the following will not constitute "**Confidential Information**" for purposes of this Agreement:

(i) Information which was already in the possession of the Recipient or its Representatives prior to the date hereof, provided that such information is not, to the Recipient's knowledge, subject to another confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Supplying Party;

(ii) Information which is obtained by the Recipient or its Representatives from a source other than the Supplying Party or its Representatives who, insofar as is known to the Recipient, is not prohibited from transmitting the information to the Recipient or its Representatives by a contractual, legal or fiduciary obligation,;

(iii) Information which is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in violation of the provisions of this Agreement; or

(iv) Information which is subsequently independently developed by the Recipient's Representatives without using the Confidential Information.

(b) "**Person**" will be interpreted broadly to include, without limitation, any corporation, company, limited liability company, governmental agency or body, entity, partnership, trust, estate, group or individual.

(c) "**Representatives**" of a Party shall mean the subsidiaries and Affiliates of such Party and the respective directors, officers, employees, attorneys, accountants, investment bankers, financial advisors, representatives or agents of such Party and of such subsidiaries and Affiliates.

2. Except as otherwise expressly provided in this Agreement, without the prior written consent of the Supplying Party, Confidential Information (a) will be held in confidence and not disclosed by the Recipient or its Representatives to any person other than the Recipient and its Representatives who need to know the Confidential Information to evaluate the Transaction and who are informed of its confidential nature and have been informed by the Recipient to treat the Confidential Information in accordance with the terms of this Agreement and (b) will not be used by the Recipient or its Representatives for any purpose whatsoever other than in connection with evaluating, negotiating, consummating or implementing the Transaction. The Recipient agrees to be fully responsible for any breach of this Agreement by any of its Representatives.

3. Except as otherwise expressly provided in this Agreement, without the prior written consent of the other Party, each Party agrees that it and its Representatives will not disclose to any person (a) that any evaluations, discussions or negotiations are taking, have taken or will take place concerning the Transaction or (b) that the Party or its Representatives have requested or received Confidential Information, or any terms or other facts regarding the Transaction, including the status thereof; provided, however, that a Party may make such disclosure if it has received the advice of counsel that such disclosure must be made in order that such Party not commit a violation of law.

4. All Confidential Information in tangible form (whether in written form, electronically stored or otherwise) provided by the Supplying Party or its Representatives will be destroyed or returned

by the Recipient to the Supplying Party immediately upon request and except as otherwise provided herein, without retention of any copies thereof. It is understood that the Recipient and its Representatives are entitled to retain a copy of the documents, where required by applicable law or competent authorities or internal compliance policy, provided that all retained Confidential Information (whether in written form, electronically stored or otherwise) will continue to be subject to this Agreement.

5. If the Recipient or any of its Representatives are requested or required to disclose any Confidential Information (or to disclose that any evaluation, discussions or negotiations are taking, have taken or will take place concerning the Transaction) pursuant to a subpoena, court order, civil investigative demand or similar judicial process or other oral or written request issued by a court of competent jurisdiction or by an international, national, state or local governmental or regulatory body, the Recipient will, to the extent legally permissible, provide the Supplying Party with prompt written notice of any such request or requirement so that the Supplying Party or any of its Representatives may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such order or other remedy is not obtained, or the Supplying Party waives compliance with the provisions of this Agreement, the Recipient or its Representatives, as the case may be, will disclose only that portion of the Confidential Information (or information relating to any such evaluations, discussions or negotiations) which it is advised by counsel it is legally required to so disclose and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the information so disclosed.

6. The Recipient or its Representatives further agree not to use any such Confidential Information to circumvent the Supplying Party for any reason. In addition, \_\_\_\_\_ or its Representatives will not directly or indirectly contact or transact with any Manufacturer whether or not used or retained by Mainbridge to manufacture the aluminum steel or other metal products or circumvent Mainbridge in any manner whatsoever in connection with the Transaction now and in the future or any portion thereof so as to diminish or avoid payment of any products, interests commissions, royalties, fees or other compensation which may now or in the future be due to Mainbridge.

7. Each Party will be responsible for and will indemnify and hold harmless the other Party from any damage, loss, cost or liability (excluding attorney's fees and the costs of enforcing such obligations under this indemnity) arising out of or resulting from any breach by such Party or its Representatives of its obligations hereunder; provided, however, that neither Party shall be responsible for, or indemnify and hold harmless the other Party from, any consequential or other indirect damages arising out of or resulting from any such breach. Each Party acknowledges that remedies at law are inadequate to protect against breach of this Agreement and hereby in advance agrees, without prejudice to any rights to judicial relief it may otherwise have, to the granting of equitable relief, including injunction, in the other Party's favor without proof of actual damages. Each Party agrees not to seek, and agrees to waive any requirement for the securing or posting of, a bond in connection with a Party seeking or obtaining such relief.

8. If any term or provision of this Agreement, or any application thereof to any circumstances, shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or enforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. This Agreement shall constitute the entire agreement between the Parties with regard to the subject matter hereof. No modification, amendment or waiver shall be binding without the written consent of the Parties hereto. This Agreement shall inure to the benefit of and be binding upon each of the

Parties and their respective successors and assigns, provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the other Party, and no assignment of any right, interest or obligation shall release any such assigning Party there from unless the other Party shall have consented to such release in writing specifically referring to the right, interest or obligation from which such assigning Party is to be released. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to the conflict of laws principles thereof. Each Party agrees to the jurisdiction of the Federal and Provincial Courts of the Province of Ontario and waives any objection as to jurisdiction and venue for any dispute connected with this Agreement.

11. All notices, requests and other communications to either Party hereunder shall be in writing (including facsimile (with original copy to follow) or similar writing) and shall be given:

(a) if to Mainbridge at the address set forth under the signature of it authorized representative,

(b) if to \_\_\_\_\_, at the address set forth under the signature of it authorized representative, and

(c) to such other address or facsimile number as a Party may hereafter specify by like notice to the other Party. Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified herein (with original copy to follow) and the appropriate confirmation is provided, (ii) if given by Canadian mail, three days after such notice is deposited in the mail in a postage pre-paid envelope or (iii) if given by hand, overnight courier or any other means, when delivered at the address specified herein.

12. This Agreement may be executed in counterparts and signature pages exchanged by facsimile, and each counterpart shall be deemed to be an original, but both counterparts of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

**Mainbridge Development Limited**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Kathy Zhang  
Address: 3190 Orlando Drive,  
Mississauga ON L4V 1 R5

Name:  
Title:  
Address:

**Schedule A**

As of \_\_\_\_\_

The following computer aided drafting drawings are provided by \_\_\_\_\_ and are considered as Confidential Information as previously stipulated in the Non-Disclosure and Non-Circumvent Agreement that was signed by both Mainbridge and \_\_\_\_\_.

**Drawings given in 2018**

Mainbridge Development Limited

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Kathy Zhang

Name:

Address: 3190 Orlando Drive,

Title:

Mississauga ON L4V 1 R5

Address:

Date: \_\_\_\_\_

Date: \_\_\_\_\_