MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Agreement made as of the DATE, by Proliferate Inc., with principal address of 363 Stephen Street, Morden, MB, and YOUR ADDRESS, (the “Company”).

**WITNESSETH:**

**WHEREAS,** Proliferate Inc. and the Company are engaged in discussions regarding the private label of proprietary cosmetics including makeup and/or skincare and/or bodycare (the Project”) and may find it useful to disclose and to receive certain confidential and proprietary information, which neither would be willing to disclose absent the protections set forth herein.

**NOW, THEREFORE,** the parties agree as follows:

1. "Confidential Information" means all information of a nature generally regarded as confidential or proprietary which either party shall receive during the Term (as defined below) from the other party or the other party’s parent, subsidiary or affiliated companies. Confidential Information includes, but is not limited to, samples and information regarding the disclosing party’s finances, customers, suppliers, technology, product formulas, production processes, raw materials and equipment, Confidential Information does not include information that the receiving party can prove (a) is now in the public domain or subsequently enters the public domain through no action or fault of the receiving party; (b) was known to the receiving party prior to receipt thereof under this Agreement from its own independent sources and not acquired, directly or indirectly, from the disclosing party; (c) is received from any third party having a legal right to transmit such information and not under any obligation to the disclosing party to keep such information confidential; (d) is independently developed by the receiving party's employees or agents who had no access to Confidential Information; or (e) is required to be disclosed by law or a court or governmental entity and then only after prior notice to disclosing party, where practicable, and the imposition of reasonable safeguards against widespread dissemination.

2. Except as otherwise required by law, neither party will make any public statements, press releases or broadcasts relating to the Project without the other party’s prior written consent.

3. Each party will disclose Confidential Information only to its employees and agents who are involved in the Project and will obtain from such employees or agents a commitment to maintain confidentiality in accordance with the terms of this Agreement. Each party will be responsible for any violation of these terms by its employees or agents. Each party will take all reasonable precautions to prevent disclosure of Confidential Information to any other person.

4. Neither party will use the other party’s Confidential Information for any purpose except the Project.

5. Each party, upon request, will return to the other party all samples and other written or tangible Confidential Information disclosed to it pursuant to this Agreement and will destroy any copies, summaries or analyses thereof.

6. Neither party will perform or cause to be performed any analysis, reverse-engineering or reproduction of any sample, and neither party will sell, transfer or entrust any sample to a third party.

7. The term of this Agreement (the "Term") will begin on the date hereof and continue for one (1) year unless terminated earlier by either party upon written notice to the other party. The receiving party’s obligations hereunder with respect to Confidential Information disclosed during the Term will continue for five (5) years after the Term; provided, however, that with respect to any product formula or production process disclosed during the Term, those obligations will continue until such product formula or production process enters the public domain through no action or fault of the receiving party.

8. The parties acknowledge that no remedy at law for damages would adequately compensate for a breach of this Agreement and that the disclosing party will be entitled to seek temporary or permanent injunctive relief against any such breach, without having to prove actual damages. The award of permanent or temporary injunctive relief will in no way limit any other remedies to which the disclosing party may be entitled as a result of any such breach.

9. Nothing in this Agreement will be construed as representing a commitment by either party to enter into a license or other business arrangement.

10. This Agreement embodies the complete understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, and agreements whether oral or written relating to Confidential Information. This Agreement may not be amended or supplemented except in writing signed by both parties.

11. This Agreement will inure to the benefit of, and be binding upon, the parties and their successors in interest. This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Canada, without regard to its conflicts-of-law principles.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives.

PROLIFERATE INC

Name: Candace Grenier

Title: President/CEO

**YOUR COMPANY NAME**

Name: YOUR NAME

Title: