THIS AGREEMENT made this day of , 20

B E T W E E N:

 **WOLF STEEL LTD.**

and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS each of the Parties possesses certain Confidential Information;

AND WHEREAS each of the Parties desire to receive Confidential Information of the other Party and to supply Confidential Information to the other Party on the terms and conditions set out herein, solely for the Purpose;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

**ARTICLE 1 – INTERPRETATION**

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"Affiliate" has the meaning attributed thereto in the *Business Corporations Act* (Ontario).

"Agreement" means this Agreement, including its recitals, as amended from time to time.

"Confidential Information" means all information relating to the Disclosing Party and its Affiliates and their respective businesses and affairs including without limitation technical information, materials, specifications, manufacturing processes, administrative and marketing information, customer lists and customer information and suppliers, furnished by or on behalf of the Disclosing Party to the Receiving Party or any of its Representatives, regardless of the manner in which it is furnished or obtained by the Receiving Party or any of its Representatives, whether through observation or examination of the other Party's facilities or procedures or specifically provided to the other Party, but does not include information that:

(i) is already published or otherwise readily available to the public, other than by a breach of this Agreement;

(ii) is rightfully received by the Receiving Party from a Third Party not in breach of any obligation of confidentiality;

(iii) is proven to be known by the Receiving Party on a non-confidential basis prior to disclosure hereunder; or

(iv) is produced in compliance with applicable law or a Court Order, provided that the Receiving Party first gives the Disclosing Party reasonable notice of such law or Order and gives the Disclosing Party the opportunity to defend or attempt to limit such production.

"Purpose" means the purpose of considering and evaluating a potential Business relationship that would ensure to the mutual benefit of the Parties.

"Receiving Party" shall be deemed to include a Party hereto and any Representative thereof.

"Representatives" means, in respect of any person, such person, such person's Affiliates, its and their respective directors, officers, employees, agents, advisors (including financial advisors and legal counsel) and any institutional lender to such person and the directors, officers and employees of any such agent, advisor or lender.

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability, companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

**ARTICLE 2 – CONFIDENTIAL INFORMATION**

2.01 Disclosure of Confidential Information

A Disclosing Party will at its discretion provide such of its Confidential Information to a Receiving Party as is required for the Purpose. Nothing in this Agreement obligates a Disclosing Party to disclose any particular Confidential Information.

2.02 Use of Confidential Information

A Receiving Party will use and hold in confidence the Confidential Information solely for the Purpose. A Receiving Party will not disclose any Confidential Information to any person other than the Receiving Party's Representatives who have a need to know Confidential Information for the Purpose. A Receiving Party will take reasonable security measures and safeguards and care to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use of the Confidential Information. A Receiving Party will promptly advise a Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information which may come to its attention. A Receiving Party will be liable for all breaches of the terms of this Agreement by its Representatives.

2.03 Disclosure for Mutually Beneficial Business Purposes

During the course of the discussions and analyses necessary to determine whether a mutually beneficial business relationship between the Parties can be established, each Party may disclose to the other certain Confidential Information, either directly, as by verbal or written communications, or indirectly, as by permitting employees (Representatives) of one Party to observe various operations or processes conducted by the other. These disclosures are made upon the basis of the confidential relationship established between the Parties and upon each Party's agreement that, unless specifically authorized in writing by the other, it will:

(i) use such Confidential Information solely for the purpose of evaluating the potential business relationship between the Parties;

(ii) promptly return to the Disclosing Party, upon its request, any and all tangible material concerning Confidential Information, including all copies and notes, whether such material was made or compiled by the Receiving Party or furnished by the Disclosing Party, and

(iii) take reasonable precautions to protect from disclosure Confidential Information disclosed to it by the other.

2.04 Return of Confidential Information

Upon request of a Disclosing Party, any Confidential Information which it has furnished to a Receiving Party will be promptly returned accompanied by all copies thereof made by the Receiving Party and will be deleted from all retrieval systems and data bases or destroyed. The Receiving Party will deliver to the Disclosing Party a certificate by an officer of the Receiving Party of such deletion or destruction.

2.05 Property of the Discloser

(a) All right, title and interest in and to the Confidential Information of a Disclosing Party will remain the exclusive property of such Disclosing Party and such Confidential Information will be held in trust and confidence by the Receiving Party for such Disclosing Party. No interest, licence or any right respecting such Confidential Information, other than expressly set out herein, is granted to the Receiving Party under this Agreement by implication or otherwise. Nothing hereby contained will be deemed to limit or restrict the rights of a Disclosing Party to assert claims for patent or copyright infringement against the Receiving Party.

(b) This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of any Confidential Information or whether the Confidential Information infringes any rights of Third Parties. A Disclosing Party will not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information.

2.06 List of Individuals with Access

When requested by a Disclosing Party, the Receiving Party will promptly provide a list containing the full name, title, location and function of each person having access to or copies of the Confidential Information.

**ARTICLE 3 – GENERAL**

3.01 Relationship of the Parties

Nothing contained herein will be deemed to create any partnership, joint venture or relationship of principal and agent between the Parties or to provide either Party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other Party. Without utilizing Confidential Information to do so, each Party shall have the right to engage in and receive full benefits from any independent Business activities or operations whether or not competitive with the Business activities of the other Party without consulting with, or obligation to, the other Party.

3.02 Further Assurances

Each Party will from time to time execute and deliver such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.03 Benefit of the Agreement

This Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

3.04 Assignment

This Agreement may not be assigned, either directly or through amalgamation or operation of law, by either Party without the other Party's prior written consent.

3.05 Survival

The provisions of this Agreement shall remain in force and effect until such time as the Parties agree in writing to the release of the obligations contained herein.

3.06 Enforceability

If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated thereby.

3.07 No License

This Agreement shall not be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed by either Party pursuant hereto, to the other.3.08 Equitable Remedies

Each Party agrees that monetary damages would not alone be sufficient to remedy any breach by such Party or its Representatives of any term or provision of this Agreement and that the other Party will also be entitled to 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. The Party in breach of this Agreement further waives any requirement for the deposit of security or posting of any bond in connection with any equitable remedy.

3.09 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

3.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

3.11 Facsimiles

Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

SIGNATURES TO FOLLOW:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF the Parties have executed this Agreement.

 WOLF STEEL LTD.

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 I have authority to bind the Corporation

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 Name of Party

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signing Officer Name

 Signing Officer Title

 I have authority to bind the Corporation

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 Name of Party

 Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signing Officer Name

 Signing Officer Title

 I have authority to bind the Corporation