

Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is effective as of _____ between Quadshift Inc.,
headquartered at 95 Eric T. Smith Way, Unit #3, Aurora, Ontario L4G 0Z6, and
headquartered at _____.

Purpose. Together we ("Discloser" and "Recipient") intend to discuss an opportunity (the "Opportunity"), which may include disclosure of Confidential Information. Confidential Information is information disclosed in any form that Discloser tells Recipient to keep confidential, including copies of such information.

Confidential Information does not include information which (1) was publicly available prior to discussions between the parties; (2) becomes publicly available through no fault of the Recipient; (3) was in Recipient's possession prior to discussions between the parties; (4) is obtained by Recipient from a third party without a breach of confidentiality; (5) is independently developed or obtained by Recipient without use of or reference to Discloser's Confidential Information; (6) Recipient is required by law to disclose; or (7) both Discloser and Recipient have known for more than two years. Recipient will take reasonable steps to protect Discloser's Confidential Information and will promptly let Discloser know if that information becomes public.

Non-use and Non-disclosure. Together we agree only to use each other's Confidential Information to decide whether to pursue the Opportunity and not for any other purpose. We also agree not to disclose each other's Confidential Information to anyone not involved in helping evaluate the Opportunity.

Remedies. Together we agree that any violation or threatened violation of this Agreement will cause irreparable injury to Discloser, entitling Discloser to seek injunctive relief. There is some legalese in that sentence, but in plain language it means that leaking Discloser's Confidential Information is harmful (causes "irreparable injury") and if it happens Discloser can have a judge tell Recipient to keep quiet ("injunctive relief").

Assignment. Assignment of the Agreement without the non-assigning party's written permission is void. In plain language, this means that the Agreement is between us and nobody can replace us in the Agreement without our consent.

Termination. Either party to this Agreement may terminate this Agreement by providing notice of termination to the other party in writing, otherwise it will expire in two (2) years from when the Confidential Information was sent. No Confidential Information disclosed by either party after this Agreement is terminated will be protected by this Agreement, but the use and disclosure of all Confidential Information disclosed prior to termination of this Agreement will remain subject to the terms of the "Non-Use and Non-Disclosure" section of the Agreement.

Jurisdiction. This Agreement will be governed by and construed in accordance with the substantive laws of the Province of Ontario (if a Canadian Company signs the NDA), or state of Delaware (if a US company signs the NDA), without regard to its choice-of-law provisions. The parties agree that any action of proceeding arising in connection with this Agreement on behalf of either party shall be brought exclusively in Provincial and Federal courts located in Ontario (or Delaware if US-based).

In witness where of we affix our signatures hereto.

Signature _____

Name John Paterson

Title CEO

Company Quadshift

Date _____

Signature _____

Name _____

Title _____

Company _____

Date _____