

MUTUAL NON-DISCLOSURE AGREEMENT

Welsdom OEM / Private-Label Manufacturing

TEMPLATE — for review and customization by legal counsel before use. Not legal advice.

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into as of the date the Client submits its project request (the “Effective Date”) by and between **Welsdom** (“Welsdom”), and the individual or entity submitting product or formula information through Welsdom’s website or project intake (the “Client”). Welsdom and the Client are each a “Party” and together the “Parties.”

1. Purpose

The Parties wish to explore and potentially undertake an OEM / private-label product development and manufacturing engagement (the “Purpose”). In connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information, including, in the case of the Client, its formulas, recipes, ingredient lists, specifications, artwork and business plans, and, in the case of Welsdom, its manufacturing know-how, processes, formulations, supplier information, pricing and quotations.

2. Confidential Information

“Confidential Information” means any non-public information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”), whether oral, written, electronic or visual, that is marked or would reasonably be understood to be confidential, including formulas, formulations, ingredients and percentages, methods and processes, samples, specifications, designs, artwork, pricing, quotations, customer and supplier information, and the existence and terms of the Parties’ discussions.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by the Receiving Party; (b) was lawfully known to the Receiving Party without obligation of confidentiality before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed by the Receiving Party without use of the Confidential Information.

4. Obligations of the Receiving Party

The Receiving Party shall: (a) use the Confidential Information solely for the Purpose; (b) protect it using at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care; (c) not disclose it to any third party except to its employees, contractors or advisors who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as those herein; and (d) not reverse-engineer, analyze or replicate any samples or formulas disclosed, except as required to perform the Purpose.

5. Ownership; No License

All Confidential Information remains the property of the Disclosing Party. In particular, the Client’s formulas, recipes and specifications remain the exclusive property of the Client, and Welsdom acquires no right to use them except as necessary to provide quotations, samples and manufacturing for the Client. Nothing in this Agreement grants either Party any license or intellectual-property right except the limited right to use the Confidential Information for the Purpose.

6. Term and Survival

This Agreement applies to Confidential Information disclosed for a period of two (2) years from the Effective Date, and the confidentiality obligations survive for three (3) years after disclosure of the relevant Confidential Information (or, for trade secrets, for so long as they remain trade secrets under applicable law).

7. Return or Destruction

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession and, on request, certify such destruction, except for one archival copy retained solely for compliance purposes and any copies stored in routine electronic backups.

8. No Warranty; No Obligation

All Confidential Information is provided "as is," without warranty of any kind. This Agreement does not obligate either Party to proceed with any transaction or to disclose any particular information.

9. Remedies

The Parties agree that a breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate, and that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. [Confirm governing jurisdiction with legal counsel.]

11. General

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions. It may be amended only in writing. If any provision is held unenforceable, the remaining provisions remain in effect. Failure to enforce any provision is not a waiver. This Agreement may be accepted electronically, including by checking the acceptance box and submitting the Welsdom project intake form.

Electronic acceptance

By checking the "I have read and agree to the Welsdom Mutual NDA" box and submitting the project intake form, the Client acknowledges that it has read, understood and agreed to the terms of this Agreement as of the Effective Date. A counter-signed copy is available from Welsdom on request.

WELSDOM

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____