

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into effective on _____ (the "Effective Date") by and between the parties named herein, to-wit:

_____, organized under the laws of _____

[insert legal corporate name, state and/or country of corporate registration]

(hereinafter referred to as "Contractor")

and

LMT Border Assistance – 986 Martin Lane Windsor ON N9J2W9 Canada

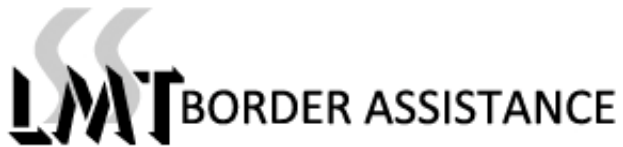
(hereinafter independently and collectively referred to as "LMT Border Assistance")

WITNESSETH:

WHEREAS, Contractor and LMT Border Assistance desire to disclose to each other confidential and proprietary information, which may include, but not be limited to, trade secrets, technical information, ideas, specifications, formulas, drawings, know-how, computer programs, client or third party information, research and development, process information and methods of manufacture, distribution, marketing, strategy and sale, and general business operations, including customer lists, pricing data, financial statements, and business plans, whether in written, oral, electronic, website-based, or other form, (hereinafter referred to as "Confidential Information") to facilitate consideration of a proposed business relationship there between;

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

1. Contractor and LMT Border Assistance shall each disclose to the other such of its Confidential Information that it deems necessary to accomplish the purpose set forth above. Any disclosure of the Confidential Information hereunder will be made or confirmed in written or printed form, or by samples, and a copy thereof simultaneously provided by the disclosing party to the receiving party. Any oral disclosure of Confidential Information shall be identified as confidential at the time of first oral disclosure, the information specifically reduced to writing by the disclosing party and a copy thereof provided to the other party within thirty (30) days after first oral disclosure. After consideration of the proposed business relationship, the parties may retain a copy of such Confidential writings, prints and/or one such sample in its legal record files for use only to record the specific Confidential Information for which it is obligated under this Agreement.



2. Contractor and LMT Border Assistance agree that each party will hold in confidence all Confidential Information received from disclosing party, including Confidential Information received from Disclosing party's employees, affiliates, agents, associates, contractors or consultants, and will not disclose such Confidential Information to anyone except such of its, or its parent company's, employees, affiliates, agents, associates, contractors or consultants as may be necessary to consider the proposed business relationship and who will be bound by the terms hereof, and will not use such Confidential Information for any purpose other than as set forth above or approved in writing by the disclosing party, except for any such information that: (a) is now, or becomes to be, in the public domain, through no breach of this Agreement by the receiving party; or (b) the receiving party can establish by documentary evidence that it had such information prior to the time of disclosure under this Agreement by the disclosing party; or (c) is disclosed to the receiving party by a third party owing no obligation of confidentiality to the disclosing party, as identified herein, with respect to the Confidential Information; or (d) does not constitute a protectable trade secret under applicable law.

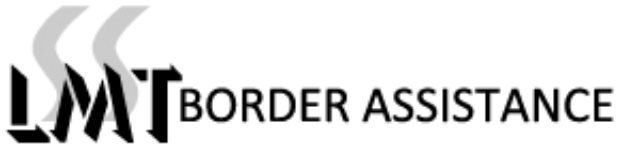
3. Each party shall retain ownership of all rights, including all intellectual property rights, in its Confidential Information. No other right, immunity or license to the Confidential Information, either expressed or implied, is granted by either party to the other pursuant to this Agreement under any patent, patent application, copyright, trademark or other intellectual property right, now or hereafter owned or controlled by either party.

4. Each party represents and warrants that it will not attempt to replicate or analyze any sample, decipher, reverse engineer, or decompile or disassemble any Confidential Information disclosed hereunder, or allow others to do so.

5. The term of this Agreement shall be for a period of two (2) years beginning on the Effective Date, unless earlier terminated in writing by either party or extended in writing by agreement of both parties. Notwithstanding termination or expiration of this Agreement, all Confidential Information disclosed hereunder shall be protected in accordance with this Agreement for a period of five (5) years from the Effective Date of this Agreement.

6. All notices relating to this Agreement shall be in writing and shall be deemed effective when given by facsimile, electronic media, certified mail with return receipt requested, or courier delivery to the addressees below, or any other addresses of which either party shall notify the other party in writing. Any notice provided for in this Agreement shall be deemed effective on the date of actual receipt by the receiving party.

7. Neither party hereto assumes any obligation for any other information disclosed or for any information disclosed other than as set forth herein.



8. The parties agree that, in the event either party violates any of the terms or conditions of this Agreement, the non-violating party shall be entitled to injunctive relief from further violation of any of the provisions hereof, and an order to that effect may be made pending litigation, as well as upon final determination thereof, and application for such injunction shall be without prejudice to any other right or action which may accrue to the non-violating party by reason of this Agreement, including the right to receive damages flowing from such breach.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof.

10. Any and all previous letters, discussions or agreements, expressed or implied, between Contractor and any agent of LMT Border Assistance relating to confidentiality of the subject matter hereof are merged into and superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LMT Border Assistance

By: _____
Signature

Printed Name

Title

Principle Business Street Address

City/State/Zip/Country

Facsimile

By: _____
Signature

Printed Name

Title

Principle Business Street Address

City/State/Zip/Country

Facsimile