MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT between _____ (hereinafter referred to as "**Party**") and Supreme Pharmaceuticals Inc. (hereinafter referred to as "**Supreme**") dated this ____ day of ____, 2017.

WHEREAS:

A. Party and Supreme desire to exchange certain information, which is non-public, confidential, personal or proprietary in nature ("**Confidential Information**"), for the purposes of determining [Describe Business Purpose] (the "**Business Purpose**");

B. The parties hereto have agreed that the disclosure of Confidential Information (as hereinafter defined) between them in connection with the Business Purpose shall be governed by the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the exchange of such Confidential Information, the parties have agreed to the following:

1. **Parties** - In this Agreement, references to a "Disclosing Party" mean a party disclosing Confidential Information, and references to a "Receiving Party" mean a party receiving Confidential Information.

2. **Confidential Information** - In this Agreement, the term "Confidential Information" means the following disclosed, generated or derived in connection with the Business Purpose (a) any information of whatever nature or form relating to the Disclosing Party and its affiliates or any customer of or supplier or lender of the Disclosing Party and its affiliates regardless of whether the Confidential Information was communicated orally, in writing or by electronic transmission, and (b) any summaries, notes, analyses, compilations, studies or other records that contain or otherwise reflect or have been generated, wholly or partly, or derived from such Confidential Information (**"Derivative Information"**). The term "Confidential Information" shall not include such portions of the Confidential Information which (i) are, or prior to the time of disclosure or utilization become, generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives (as hereafter defined), or (ii) are received by the Receiving Party from an independent third party who had obtained the Confidential Information lawfully and to its knowledge was not under an obligation of secrecy or duty of confidentiality owed to the Disclosing Party, or (iii) the Receiving Party can show were in its lawful possession before it received such Confidential Information from the Disclosing Party, or (iv) the Receiving Party can show was independently developed by the Receiving Party or on the Receiving Party's behalf.

3. **Non-Disclosure and Restricted Use** – The Confidential Information will be kept confidential and will not, without prior written consent of the Disclosing Party, or as expressly provided in this Agreement, be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, and will not be used by the Receiving Party, directly or indirectly, for any purpose other than evaluating and completing the Business Purpose.

4. **Storage and Records** – The Receiving Party shall store the Confidential Information properly and securely and ensure that reasonable physical, technological and organisational measures are in place to protect the Confidential Information against unauthorised or unintended access, use or disclosure.

5. **Access Limited to Representatives** – The Receiving Party may reveal or permit access to the Confidential Information only to its agents, representatives (including lawyers, accountants and financial advisors), directors, officers and employees (each a **"Representative"**) who need to know the Confidential Information for the Business Purpose, who are informed by the Receiving Party of the confidential nature of the Confidential Information, who are directed by the Receiving Party to hold the Confidential Information in confidence and who agree to act in accordance with the terms and conditions of this Agreement. The Receiving Party will take all necessary precautions or measures to prevent improper access to the Confidential Information or use or disclosure of the Confidential Information by its Representatives and will be responsible for any breach of this Agreement by any of its Representatives. The Receiving Party will, in the event of a breach of the Agreement or any disclosure of Confidential Information by the Receiving Party or its Representatives, other than as permitted by this Agreement, through accident, inadvertence, or otherwise, notify the Disclosing Party of the nature of the breach promptly upon the Receiving Party's discovery of the breach.

6. **No Disclosure of Transaction** – Neither party nor its Representatives may, without the prior written consent of the other party, disclose to any person the fact that the Confidential Information has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place or have taken place concerning the Business Purpose or any other possible transaction or business arrangement between the parties or any of the terms, conditions or other facts with respect to the Business Purpose or any other such possible transaction or business arrangement, including the status thereof.

7. **Proprietary Rights** - The Receiving Party acknowledges that the Confidential Information is a proprietary asset of the Disclosing Party and its affiliates and agrees that as between the Receiving Party and the Disclosing Party, the Disclosing Party will retain proprietary rights in the Confidential Information and the disclosure of such Confidential Information shall not be deemed to confer upon the Receiving Party any rights whatsoever in respect of any Confidential Information.

8. **Return of Confidential Information** - Upon the request of the Disclosing Party, the Receiving Party and its Representatives will, at the Receiving Party's own expense, promptly return all copies of the Confidential Information, except for that portion of the Confidential Information which consists of Derivative Information which will be destroyed and in the case of information stored in electronic form, it will be permanently erased. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party and its Representatives shall continue to be bound by the confidentiality and other obligations hereunder.

9. **No Representation** – Although the Disclosing Party will endeavour to include in the Confidential Information data which the Disclosing Party believes to be reliable and relevant for the purpose of evaluating the Business Purpose, the Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information. The Receiving Party also agrees that neither the Disclosing Party nor its Representatives shall have any liability, direct or indirect, to the Receiving Party as a result of errors in, omissions from or the use of Confidential Information by the Receiving Party or its Representatives and only those particular representations and warranties which may be made to the Receiving Party in a definitive agreement, if, as and when one is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect. Neither party will have any obligation to the other to proceed with a transaction or business arrangement or to negotiate a transaction.

10. **Required Disclosure** – In the event that the Receiving Party or any of its Representatives become legally compelled or are required by regulatory authorities having appropriate jurisdiction to disclose any of the Confidential Information, the Receiving Party will promptly provide the Disclosing Party with written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party will cooperate with the Disclosing Party on a commercially reasonable basis to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained before the Receiving Party or its Representatives become compelled or required to disclose as aforesaid, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which is legally required to be disclosed and will exercise all commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information so furnished.

11. **Acknowledgement** – Party acknowledges that access by it or its Representatives to the Confidential Information may provide it with material Confidential Information concerning Supreme or its affiliates which has not been publicly disclosed. Accordingly, each party may be subject to applicable securities laws, including the securities laws in Canada, which would restrict its ability to trade in any of the other party's or any of its affiliates' securities. This Agreement does not represent a commitment on the part of either party hereto to purchase the products or services of the other party nor a commitment to enter into any business venture with the other party nor an encouragement to expend funds in the development of any products or services. Further, this Agreement does not in any way prevent or constrain either party's use of any other provider of, or either party's current or future development of, products or services similar to the products or services provided by the other party hereto or the products or services which are the subject of the discussions anticipated by this Agreement.

12. **Certain Definitions** – In this Agreement, the term "affiliate" shall mean a person directly or indirectly controlling, or controlled by, or under common control with, the Receiving Party or the Disclosing Party, as the case may be, with "control" meaning the

possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the affairs or management of a person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise. The term "person" shall mean an individual, corporation, partnership, limited partnership, limited liability company, joint venture, estate, association, trust, unincorporated organization, or other entity of any kind or nature.

13. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

14. **Non-Waiver** – No failure or delay by either party, as the case may be, in exercising any right, power or privilege under this Agreement will operate as a waiver thereof unless such right, power or privilege expires by the terms of this Agreement, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.

15. **Indemnity** – The Receiving Party shall indemnify and hold harmless the Disclosing Party and its Representatives from any direct damages, loss, cost or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any breach of this Agreement by the Receiving Party or any of its Representatives provided that in no event shall the Receiving Party be liable for any indirect consequential, punitive or aggravated damages.

16. **Injunctive Relief** – The parties acknowledge that disclosure of the Confidential Information or other breach of this Agreement would cause serious and irreparable damage and harm, and that remedies at law would be inadequate to protect against breach of this Agreement, and agree in advance to the granting of injunctive relief in each other's favour for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, and without the requirement to post a bond or other security, in addition to any other remedy to which the parties would be entitled.

17. **Term** – The parties acknowledge that the confidentiality and non-use obligations in this Agreement pertaining to Confidential Information shall survive any termination or expiration of this Agreement for a period of two (2) years after disclosure by the Disclosing Party to the Receiving Party.

18. **Facsimile** – This Agreement may be executed and delivered by facsimile or electronic mail. A facsimile or electronic signature shall have the same legal effect as a manual signature. This Agreement may be validly executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

The parties have executed this Agreement as of the date first written above.

Per: _____
Name:
Title:

I have authority to bind the corporation.

SUPREME PHARMACEUTICALS INC.

Per: _____
John Fowler
President

I have authority to bind the corporation.