

AGREEMENT TO TERMS OF SERVICE

DISCLAIMER

Confidentiality

This agreement governs any business dealings or transactions between Haltech and the person who agrees to this disclaimer while filling out this Client Enrollment Form (the "Client"). The parties to this Agreement agree that any Confidential Information exchanged between them shall be governed as follows:

1.0 Certain Definitions and Recitals

1.1 Each party hereto (the "Recipient") and its respective shareholders, directors, officers, employees, representatives (including, without limitation, in the case of Haltech, the Mentors) or professional advisors (with the Recipient, collectively, the "Receiving Parties") has received or may receive Confidential Information (as hereinafter defined) from the other party (the "Discloser") and/or its respective shareholders, directors, officers, employees, representatives and professional advisors (with the Discloser, collectively, the "Disclosing Parties").

1.2 "Confidential Information" means technical, financial and other information of a confidential nature that is not publicly available and is regarded by the Disclosing Parties as an asset of considerable value including (without limitation) correspondence, drawings, samples, devices, documentation, performance specifications, reports, know how, proprietary business information, and other materials of whatever description, whether disclosed or communicated in writing or orally, and whether prepared by a Disclosing party or received by a Receiving party before or after the date of this Agreement; provided that (i) if in written form, such information is labeled as "Confidential" or "Proprietary" by the Discloser and (ii) if disclosed orally, such information is identified as confidential at the time of oral disclosure by the Discloser and is, within thirty (30) days after such disclosure, furnished by Discloser to the Recipient in a written summary labeled as "Confidential"

1.3. Each party hereto is willing to disclose the Confidential Information to the other party, upon the terms and conditions herein contained, for the purpose of the Client receiving and Haltech providing recommendations to the Client respecting its business (the "Purpose").

2.0 Agreements

2.1 Handling of Confidential Information /Confidentiality: Recipient shall not use the Confidential Information in any manner except as reasonably required for the Purpose. Recipient shall use all reasonable efforts to protect Discloser's interest in the Confidential

Information and keep it confidential, using a standard of care no less than the degree of care that Recipient would be reasonably expected to employ for its own similar confidential information. Recipient shall not copy, reproduce, divulge, publish, or circulate any of the Confidential Information except to those Receiving Parties who need to know Confidential Information for the Purpose.

2.2 Exceptions: The provisions of Section 1 hereof shall not apply to: (a) information which at the time of disclosure by Discloser, or any other Disclosing party, is generally available to the public; (b) information which, after disclosure by Discloser, or any other Disclosing party, becomes generally available to the public, otherwise than through any act or omission on the part of Recipient; (c) information rightfully acquired by Recipient or any other Receiving party from others who did not obtain it under an obligation of confidentiality to Discloser or any other Disclosing party; or (d) information which Recipient or any other Receiving party is obligated to disclose by law provided that Recipient shall provide prompt notice to Discloser of the obligation of the Recipient or other Receiving party to make such disclosure in order to permit the other party to seek an appropriate protective order.

2.3 Term: The obligations contained in Section 1 shall continue during the term that any information provided to the Recipient is Confidential Information and not subject to the exceptions set forth in Section 2.2.

2.4 Return of Materials: All Confidential Information in the possession of the Recipient or a Receiving party shall, if requested in writing by the Discloser, be forthwith returned or destroyed and, if destroyed, Recipient shall furnish Discloser with a certificate signed by an officer of Recipient confirming that such Confidential Information has been destroyed.

2.5 Ownership: All right, title and interest that the Discloser has in the Confidential Information shall remain the property of Discloser and no interest, license or right respecting the Confidential Information (other than expressly set out in this Agreement) is granted to Recipient in this Agreement by implication or otherwise.

2.6 Remedies: Each Party acknowledges that compliance with the provisions of this Agreement is reasonable and necessary to protect the proprietary interests of the other Party. Each Party further acknowledges that any unauthorized use or disclosure to any third party in breach of this Agreement by Recipient or any of its shareholders, directors, officers, employees, representatives or professional advisors will result in irreparable and continuing damage to the Discloser for which monetary remedies would not be a sufficient remedy, and agrees that, in the event of such breach or threatened breach, the Discloser shall be authorized and entitled to obtain immediate injunctive relief and any other rights or remedies to which it may be entitled at law or in equity without the necessity of proving actual damages. In addition, in the event that a court of competent jurisdiction shall decide that Recipient has materially breached this Agreement, Recipient shall reimburse the Discloser for the costs of any court proceedings and reasonable attorneys' fees.

2.7 No Waiver and Severability: No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. If all or any portion of the provisions of this Agreement would otherwise be invalid or unenforceable as a result of the application of any law or the determination of a court of competent jurisdiction, the portions which would otherwise be held invalid or unenforceable, but no others, shall automatically, and without further act on the part of the parties hereto, be severed from this Agreement.

2.8 Miscellaneous: This Agreement shall be

governed by and construed in accordance with the laws of the Province of Ontario. This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements between the Parties hereto, whether oral or written, with respect to the subject matter hereof. This Agreement is binding upon and for the benefit of the Parties, their successors and assigns, provided that the right to receive Confidential Information may not be assigned without the written consent of the Discloser.

Use of Content

The Client and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Client") acknowledge that use of Haltech Services (collectively, the "Service") may provide you with access to data, information, software, photographs, audio and video clips, graphics, links and other material (collectively, the "Content") that is protected by copyright, trademark or other proprietary rights of Haltech or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions. The Client agrees to comply with any additional copyright trademark or other notices, information or restrictions contained in or on any of the Content. The Client may not modify, publish, communicate, translate, adapt, sell or otherwise transfer, reproduce, create derivative works from, distribute, perform or in any way exploit any of the Content, in whole or in part, except as otherwise expressly permitted in this Agreement and in the specific terms under which the Client receives access to Content. Content consisting of downloadable software may not be reverse engineered unless specifically authorized by the owner of the software's patent and copyright.

Use of Advice

The Client acknowledges that the Service from time to time may provide business advice, including analysis, recommendations and plans, which may be in written or verbal form (collectively, the "Advice"). The Client is granted a limited license to display on a computer, download, print, reproduce, communicate and use the Advice only for business and

informational purposes or for educational, teaching and training purposes. The client may not use the Advice for any commercial purpose other than the operation of the business.

Disclaimer of Warranties; Limitation of liability.

None of Haltech or any author, owner or provider of the Content or Advice, or their respective agents make any representations or warranties of any kind, either express or implied, that:

- The Service, the Content or the Advice will be uninterrupted or error free;
- Haltech has title to all or any part of the Service, Content or Advice;
- The results to be obtained from use of the Service, the Content, or the Advice will be accurate or reliable;
- The Service or any Content or Advice will be merchantable or fit for a particular purpose;

Any files available for downloading through the Service will be free of viruses or similar contamination or destructive features. The Service, the Content, and the Advice are distributed on an "as is, as available" basis. While the Content and the Advice is believed to be accurate at the time that it is made available as part of the Service, Haltech does not warrant or represent that any Content or Advice will be accurate or reliable. The Client acknowledges that any Content or Advice provided as part of the Service is for business and educational purposes only and is not intended to constitute financial or legal opinions of any kind. The client acknowledges and agrees that the Content and/or Advice should not be solely relied upon, and as part of the Service, the entire risk as to the quality and performance of the Service and the accuracy or completeness of the Content and Advice is assumed solely by the Client. None of Haltech nor any author, owner or provider of the Content or the Advice shall be liable for any act or damages, direct or indirect, incidental, special or consequential, arising out of the use of or inability to use the Service or any part of it, even if such party has been advised of the possibility of such damages.

Indemnity

The Client agrees to indemnify, defend and hold Haltech and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Haltech Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including costs and legal fees) incurred in connection with any use or alleged use of the Service under the Client's user name by any person, whether or not authorized by the Client. Haltech reserves the right, at the Client's expense, to assume the exclusive defense and control of any claim or other matter otherwise subject to indemnification by the Client, and in such case, the Client agrees to cooperate with Haltech's defence of such claim.

Privacy

Haltech respects the Client's privacy and will apply recognized principles to our dealings with the Client's personal information including all information provided in this document. The Client expressly consents to Haltech including personal information collected from the Client in its files and to the disclosure of the Client's personal information to Haltech Parties in order to provide the Client with the Service or Advice. The use of the Client's personal information by the Haltech Parties shall be limited to that which is reasonably necessary to provide you with the Service or Advice or to provide the Client with related information that the Haltech Parties believe may be of interest. The Client's personal information will be kept confidential within the Haltech client management system in accordance with applicable privacy laws. From time-to-time Haltech will send you newsletters and other email information to keep you informed of activities and opportunities that may be of interest to you. You have the option to opt out of these communications at any time.

Communication and Publicity

To the extent possible, Client is required to provide to Haltech information about its business and milestone achievements including, but not limited to, capital raised, jobs created, revenue and intellectual property created. Haltech will request updates to ensure it has the most up-to-date and accurate Client information. When requested, Clients are required to complete surveys and provide feedback to Haltech in a timely manner. Failure to respond to reasonable requests for information may result in the termination of Haltech services. All information will be treated in accordance with Haltech's privacy policies. Haltech may use aggregate information gathered from Clients that does not identify Clients for its reporting requirements and to improve its services. From time to time Haltech will send newsletters and other optional email information to keep you abreast of activities and opportunities that may be of interest to you and assist you growing your business. Client has the ability to opt out of these general communications at any time. Haltech requests that Client acknowledges Haltech as a source of support in any publicity, where appropriate. Client agrees however that it shall not, without prior written consent of Haltech in each instance, use the trademarks or logo of Haltech in any advertising, publicity or otherwise.

Termination of Service

Haltech reserves the right, at its sole discretion, to change, restrict, suspend or terminate the Client's access to all or any part of the Service at any time for any reason or no reason without prior notice or liability, including the availability of any Content or Advice.

Jurisdiction

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties irrevocably agree to bring any action to enforce this Agreement solely and exclusively in the courts of Ontario. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive any such termination. Please review the information above and proceed accordingly.