

**LESS LETHAL AFRICA**

www.lesslethalafrica.com

FEB15

**OWNERSHIP, CONFIDENTIALITY AND EXCLUSIVITY AGREEMENT**

BETWEEN

“THE COMPANY” which includes Less Lethal Africa and all Less Lethal Africa companies and Associates and Affiliates and shareholders.

(email: drickard@lesslethalafrica.com)

AND

“THE PARTY” being .....(ADD YOUR COMPANY NAME),  
its members, associates, companies, employees, agents and representatives,

..... (ADD YOUR FULL NAMES),

Email: ..... (ADD YOUR PERSONAL EMAIL ADDRESS)

“ASSETS” includes all confidences, intangible and tangible assets, moulds, components, materials, parts, machines and tooling and any other object owned or designed for the use or benefit of THE COMPANY which have been or will be manufactured, or is in the process of being manufactured, or held or stored by THE PARTY on behalf of, for benefit of, or on instruction from THE COMPANY. Furthermore, ASSETS include technology, design rights, and copyrights of THE COMPANY’s products or parts thereof, owned or supplied by THE COMPANY or in development by THE COMPANY. Failure to specify or identify any ASSETS or incorrectly describe them in this Agreement will not in any way affect THE COMPANY having all legal rights of full ownership of the physical ASSETS and of all intellectual property, proprietary information and copyright attached thereto.

The relationship between THE PARTY and THE COMPANY is one of bailee and bailor, THE COMPANY being the bailor in respect of the ASSETS. THE COMPANY owns THE ASSETS and THE PARTY will hand over THE ASSETS on demand. All previous written or verbal agreements are null and void and replaced by this agreement. THE PARTY agrees that ASSETS are for exclusive use and benefit of THE COMPANY and all ownership rights, title and interest in the ASSETS, including copyrights, licensing rights, patents, trademarks, trade secrets, design rights, engineering rights, technology rights, moral rights, and any other physical and intellectual property rights are strictly and wholly owned by THE COMPANY and shall remain so. It is agreed that in relation to any ASSETS held or stored by THE PARTY on behalf of, for

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benefit of, or on instruction from THE COMPANY, THE PARTY will be responsible for any theft or damages occurring to the goods, whether foreseeable or not, or whether negligent or not. THE PARTY agrees not to disclose any proprietary information about the ASSETS or sell or give any ASSETS to any third party without prior written permission of the company.

THE PARTY agrees not to copy, directly or indirectly, any of the ASSETS, technology, products or similar products, products in development, or any item provided to it or disclosed to it by THE COMPANY nor disclose any of the above mentioned to a third party. No loose projectiles to be given or sold to any to another person without express permission from THE COMPANY. THE PARTY agrees not to manufacture, assemble or produce or load any such products which may be deemed competitive products to THE COMPANY products. THE PARTY cannot compete with THE COMPANY, especially in the light of THE COMPANY having shared technology and know-how and effectively trained THE PARTY.

All notes, memoranda, records, terms, telephone conversations, designs and other documents and ideas discussed between THE PARTY and THE COMPANY shall be regarded as confidential, and shall not be disclosed to any person or entity by THE PARTY. THE PARTY expressly represents and warrants that it has not publicized and will not publicize in any manner, either personally or through an agent or representative, or undertake to aid or assist any third party in publicizing, informing or exploiting in any form whatsoever, by any means whatsoever, in any medium whatsoever, all notes, memoranda, records, terms, telephone conversations, designs and other documents and ideas discussed between THE PARTY and THE COMPANY.

Any breach of these clauses would constitute a very serious disciplinary offence, and legal action may be taken. In the event of a dispute, the parties to this Agreement shall use all reasonable efforts to amicably resolve the dispute through good faith negotiations. If the dispute is not so resolved then any and all matters in dispute between the parties to this Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be dealt with through binding arbitration provided by a disinterested third party whose business that is.

Signed at.....this ..... day of ..... 20.....

.....  
DONALD RICKARD for THE COMPANY

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Signed at.....this ..... day of ..... 20....

.....  
(ADD YOUR FULL NAME, DESIGNATION AND SIGNATURE) for THE PARTY

Signed at.....this ..... day of ..... 20....

.....  
(ADD THE FULL NAMES, DESIGNATIONS AND SIGNATURES OF ALL OTHER RESPONSIBLE PERSONS  
REQUIRED TO CONTRACT ON BEHALF OF THE PARTY) for THE PARTY

**INSTRUCTION:**  
**PLEASE COMPLETE IN FULL, SIGN AND MAIL OR COURIER TO:**

LESS LETHAL AFRICA  
PANAMA HEAD OFFICE  
C/O 1208-1270 MAPLE CROSSING BLVD  
BURLINGTON, L7S 2J3, ONTARIO  
CANADA  
Tel: +19053340569