

**MUTUAL CONFIDENTIALITY NON-COMPETE  
and  
NON-CIRCUMVENTION AGREEMENT**

**THIS Agreement made as of the                      day of                      , 2014.**

**BETWEEN:**

(hereinafter called “                      ”)

**and**

AOE Accumulated Ocean Energy Inc.  
(hereinafter called “AOE”)

**WHEREAS:**

- A.     AOE is engaged in the business of developing and commercializing technology to capture wave swell energy and transpose into useable renewable energy through patented technology owned by AOE.
  
- B.                      and AOE wish to establish a procedure for the parties’ [mutual exchange] of information to enable the parties to
  
- C.

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations contained herein the parties agree that:

**1.     OWNERSHIP**

All rights, title and interest in and to the trade secrets, proprietary and confidential information designated as confidential or which under the surrounding circumstances ought to be treated as confidential (the "Information") of the disclosing Party (the "Discloser") or of its affiliates or agents, whether received by the other Party (the "Recipient") prior to or after

entering into this Agreement, are and shall be the exclusive worldwide property of the Discloser. This Agreement does not confer any right, title or interest in the Information on the Recipient. The Recipient shall not take any action, directly or by assisting any third party, which would adversely affect the legal protection, ownership or value of the Information.

## **2. USAGE**

The Recipient shall not use, reproduce or summarize the Information for any purpose, in any form or manner, except as reasonably required by the Recipient solely to determine the feasibility of entering into and implementing an [ investment] [agreement] with the Discloser (the "Stipulated Purpose"). The Recipient shall not reverse engineer, decompile or disassemble any Information capable of same, shall not use the received Information in competition with the Discloser, and shall not offer or provide, directly or by assisting a third party, any products or services which are derived from, based on or use the Information, wholly or in part. This Agreement shall not limit either Party's right to independently develop, use or acquire products or services without use of the other Party's Information.

## **3. NON-DISCLOSURE**

The Recipient shall take reasonable security precautions to keep the Information confidential and not disclose or make it available to any person, except to only those of its directors, employees or consultants who have a need-to-know the Information solely for the Stipulated Purpose, and only upon obtaining their prior written agreement to use the Information only on the restricted basis set out in this Agreement. The Recipient shall upon request of Discloser immediately return the Information and all copies thereof, in all forms, to the Discloser.

## **4. EXCLUSIONS**

This Agreement shall apply to all of the Information which is not generally known by the public, whether or not individual underlying details of the Information are in the public domain. This Agreement shall not apply to that part of the Information which the Recipient can clearly prove: (a) is or subsequently becomes readily available to the public in the same form, other than through the action or fault of the recipient; (b) was lawfully obtained in the same form by the Recipient from an independent third party which had the unrestricted right to disclose it; (c) was documented and lawfully in Recipient's possession in the same form prior to disclosure of such Information by the Discloser and did not originate from the Discloser; or (d) is required to be disclosed under court, governmental or regulatory order, provided the Recipient gives the Discloser reasonable notice prior to such disclosure, and uses lawful and reasonable

efforts to avoid and minimize the effect of such order including complying with applicable protective orders.

5. **SEVERABILITY**

If it is held by a court of competent jurisdiction that any provision of this Agreement or part thereof is void, illegal, invalid or unenforceable, then in such jurisdiction such provision or part shall be deemed to be severable and stricken and the remaining provisions shall remain valid and in effect. The provisions of this Agreement are necessary to protect the business of the Discloser, and are reasonable, and all defences to their strict enforcement by the Discloser are waived by the Recipient.

6. **NO WARRANTIES**

This Agreement and any disclosure of the Information by the Discloser shall not constitute any representation or warranty by the Discloser, including without limitation warranties as to the utility or value of the Information, or its completeness or correctness.

7. **BUSINESS OPPORTUNITY**

The Recipient shall not, without the prior written consent of the Discloser, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, take advantage of any business opportunity disclosed by the Information.

8. **RETURN OR DESTRUCTION OF INFORMATION**

Upon the request of a party or upon the termination of negotiations, discussions and/or the Business Transaction, each party shall as directed by the other party, either immediately destroy or immediately deliver to the other party all information and all materials relating to such information that are in the possession of or under the control of the party, and each party shall execute such reasonable agreements and/or confirmations of the party's obligation to the other party concerning non-disclosure, non-dissemination, non-use, destruction or return of information as the other party may reasonably request.

9. **REMEDIES**

Any failure by the Recipient to comply with the provisions of this Agreement shall cause irreparable injury to the Discloser for which no adequate remedy in monetary damages may be available, and therefore the Discloser shall be entitled, in addition to any other remedies or rights at law or in equity, to obtain specific performance of, or to a decree, restraining order to injunction against violation of, this Agreement, without the necessity of showing irreparable, actual or threatened damage or providing security. The Recipient shall pay all court costs and reasonable attorneys' fees incurred by the Discloser in enforcement of this Agreement.

10. **LAW**

This Agreement shall be governed by and construed in accordance with the laws in effect in the Province of British Columbia. The Parties hereby attorn to the jurisdiction of the courts of the Province of British Columbia with respect to any action or proceedings brought pursuant to this Agreement.

11. **WAIVER**

No Waiver by any Party of any default in performance or of any breach or of a series of breaches of any provision of this Agreement shall constitute a waiver of any subsequent or continuing breach of such provision. The failure of any Party hereto to assert any claim in a timely fashion with respect to any of its rights or remedies under this Agreement shall not be construed as a waiver of any such claim and shall not serve to restrict such Party's right to assert such claim at any time thereafter.

12. **GENERAL**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement supersedes all prior discussions, representations and agreements between the Parties relating to the confidentiality and use of the Information. It may not be modified or terminated, in whole or in part, except in writing signed by authorized representatives of both Parties. This Agreement shall continue in full force and effect for a period of 10 years, even if the Parties fail to enter into, or terminate, any subsequent negotiations or other agreements or change their relationship.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first written above.

Per: \_\_\_\_\_

AOE Accumulated Ocean Energy Inc.

Per:  \_\_\_\_\_