

SALE AGREEMENT FOR PROPRIETARY PROCESS

THIS AGREEMENT made and effective the ____ day of January, 2009.

BETWEEN:

«BUYER», a corporation incorporated under the laws of
_____ (hereinafter called the "Buyer"),

OF THE FIRST PART

and

«SELLER», a corporation incorporated under the laws of
_____ (hereinafter called the "Seller"),

OF THE SECOND PART

WHEREAS:

1. The Seller represents that it has invented and discovered a proprietary process for _____ (the "Process") and further represents that it has not at any time divulged or imparted the Process or any part of it to any person or corporation and that it is the absolute owner of the Process, free and clear of any charge, claim, demand or lien upon it;
2. The Seller wishes to sell the Process to the Buyer and the Buyer wishes to purchase the Process from the Seller:

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained:

1. The Seller agrees to deliver to the Buyer a manuscript description of the Process, accompanied by all the memoranda, data and information now in its possession about the Process and the Seller further agrees immediately to deliver a written description to the Buyer of any new information or data about the Process which may reach it.
2. The Seller agrees that it will not directly or indirectly at any time impart or disclose knowledge or information of the Process or any improvements on it to any person except one designated by the Buyer.
3. The Seller agrees immediately to fully and correctly instruct at least two (2) persons, who shall be designated by the Buyer, in the Process and in its practical application and use and that it will, at any time in the future not inconsistent with its other business, continue and renew such instruction of these persons or any other persons from time to time designated by the Buyer in the Process as now known to it and the practical application of it or any improvements in it.

THIS IS A 2-PAGE FORM.