

MR MIKES CHEW CREW CONFIDENTIALITY AGREEMENT

Between

MR. MIKES RESTAURANTS CORPORATION
100 – 3700 North Fraser Way
Burnaby, BC V5J 5H4

MR MIKES Chew Crew Panel Member
(“ THE PANEL ”)

(“MR MIKES”)

WHEREAS:

- A. MR MIKES is interested in retaining insights and opinions on the MR MIKES brand and its competitors from THE PANEL
- B. MR MIKES wishes to disclose to THE PANEL, and THE PANEL wishes to receive from MR MIKES, certain confidential information regarding MR MIKES and its business; and
- C. The parties wish to enter into this Agreement to provide for such information to be kept confidential by THE PANEL in accordance with the terms and conditions of this Agreement;

NOW THEREFORE the parties covenant and agree as follows:

1. Confidential Information

In this Agreement, "**Confidential Information**" means any information disclosed to THE PANEL in the form of research surveys, email notifications, newsletters, or any other information disclosed on the MR MIKES Chew Crew website except information which:

- (a) is in the public domain at the time of disclosure to THE PANEL or that subsequently enters the public domain from any source other than THE PANEL;
- (b) is already known to THE PANEL at the time of disclosure under this Agreement;
- (c) is received by THE PANEL from another source that is not subject to an obligation of confidentiality with respect to that information.

2. Term

This Agreement shall commence on the date this Agreement is executed by both parties and shall expire two (2) years after the panel member has officially closed their MR MIKES Chew Crew account (the "**Term**"). No provision of this Agreement, nor any rights or obligations of the parties hereunder, shall survive the expiry of the Term.

3. Confidentiality Obligation

During the Term, THE PANEL shall keep all Confidential Information confidential and not, without MR MIKES prior written consent, disclose any Confidential Information to any persons.

4. Disclosure Required by Law

THE PANEL shall not be in breach of its obligation not to disclose Confidential Information if that disclosure is required by applicable law, a court order or a stock exchange having authority over THE PANEL, provided that THE PANEL gives MR MIKES as much notice as is reasonably possible in the circumstances prior to disclosing any Confidential Information and THE PANEL co-operates with MR MIKES in any application, proceedings or other action that MR MIKES may undertake to obtain a protective order or other means of protecting the confidentiality of the Confidential Information required to be disclosed.

5. Miscellaneous

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any and all prior agreements and undertakings among such parties (whether oral or written) with respect thereto. No amendment to the terms and conditions of this Agreement shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The headings used in this Agreement have been inserted for convenience and ease of reference, and are not intended to define, limit or describe the scope, intent or language of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Neither party may assign this Agreement without the prior written consent of the other party. If any one or more of the provisions herein is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby and the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction.