

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is entered into between ("*****"), and ("****") and is effective as of the last date signed.

The parties agree that in order for them to accomplish the business purpose stated below, it will be necessary and desirable that they disclose orally, electronically or in writing, certain confidential business, financial, manufacturing and other information and records relating to their businesses and operations.

Business Purpose:

[NTD: Please provide detailed description.]

Particular Confidential Information:

The parties agree to protect each other's Confidential Information disclosed before or after the execution of this Agreement on the following terms:

1. As used herein, "Confidential Information" means and includes any and all trade secrets, proprietary know-how and other confidential non-public information supplied by one party to the other, whether or not such information is marked "confidential" or "proprietary," including, but not limited to, information related to (i) existing or proposed products, terms and pricing therefore; (ii) the design, composition, operation or function of any such products and/or components thereof; (iii) manufacturing equipment, facilities, methods, techniques or processes used or proposed to be used in making any such products or component thereof; (iv) sources of supply of, and/or the cost of procuring, any materials or components used or proposed to be used in or in connection with any such products; (v) existing and potential customers of any such products; (vi) projections about the potential market and demand for any such products and/or the anticipated financial results; (vii) marketing, sales distribution or pricing plans or strategies related to any such products, (viii) sample products, drawings, product specifications, designs, prototypes, proprietary technical and/or business information, test results, analysis, algorithms, material properties or components, plans, sketches, photographs, know-how, processes, methods, ideas, studies, memorandums, notes, software, or any other similar information or data, and (ix) any reports, schedules, summaries, memorandums, correspondence, studies, presentations, or similar items.

The parties further acknowledge and agree that all information disclosed by any party hereunder and all other information to which the receiving party has access by virtue of any such disclosure shall be presumed by the parties to be Confidential Information.

2. Each party shall use its reasonable best efforts to keep the other's Confidential Information secret. Each party shall use at least the same degree of care to avoid unauthorized disclosure or use of the other's Confidential Information as it employs with respect to its own Confidential Information of like importance.

3. Neither party has any obligation with respect to any Confidential Information which (a) is publicly known without a breach of this Agreement by either party or is known prior to the date hereof; (b) is disclosed to it by a third person who is not required to maintain its confidentiality; (c) is approved for release by the other party in writing. The party claiming any of the above exceptions has the burden of proving its applicability.
4. Each party may disclose Confidential Information only on a need-to-know basis to its own employees and to its consultants under appropriate written burden of confidentiality that contain obligations protecting Confidential Information at least as restrictive as under this Agreement. Each party shall take appropriate action with its employees and advisors to satisfy its obligations under this Agreement. Each party shall be responsible to the other for any violation of this Agreement by its own employees or consultants.
5. Neither party may print or copy, in whole or in part, any documents or magnetic media containing any Confidential Information without the prior written consent of the other party other than copies for employees or consultants who are working on the matter and have a need to know.
6. Neither party may use the other's Confidential Information for any purpose but the Business Purpose stated above.
7. Each party's Confidential Information shall remain its own property. Upon the termination of the business relationship or upon request, whichever is sooner, each party shall return all of the other's Confidential Information, certifying destruction of any copies or partial copies made. This provision shall not apply to (i) copies of electronically exchanged Confidential Information, which copies are made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving party or permitted recipients according to the provisions of mandatory law, and (ii) original and copies of this Agreement provided that under both of the above exceptions (i) and (ii) such Confidential Information or copies thereof (as the case may be) shall remain subject to the confidentiality obligations set forth herein until returned and/or destroyed, as the case may be.
8. With the exception of trade secrets (which confidentiality shall extend a minimum of three (3) years and until such time thereafter as they are no longer considered trade secrets under applicable law), the obligation of confidentiality shall extend to three (3) years from and including the date of return of the Confidential Information and certification of destruction of any copies made. At any time, either party may notify the other party in writing that future disclosures shall not be governed by this Agreement.
9. Both parties agree that, for a period of twelve (12) months from the date of the execution of this Agreement, neither shall, except with the prior written consent of the other, offer employment to or employ any person employed then or within the preceding twelve (12) months by the other and who came in contact with a person who was directly or indirectly involved in the provision of Confidential Information hereunder and discussions held in connection with the Business Purpose under this Agreement. However, this Section shall not apply in the event an employee responds to a public advertisement or other widely disseminated employment notice and such employee is hired as a result of such response.

10. Exchange of information under this Agreement shall be made in accordance with all applicable export, import and customs laws and regulations, including Canadian and U.S. export, import and customs laws and regulations. Each party will cooperate with the other in applying for and diligently pursuing all necessary export approvals.

Notwithstanding any other provision in this Agreement, no technical data controlled under the U.S. *International Traffic in Arms Regulations* shall be transferred under this Agreement.

11. Data Privacy/Protection. The parties agree to make available access to certain personal information ("Personal Data"), which is protected by country-specific data protection laws, including but not limited to the EU General Data Protection Regulation (GDPR) and Canadian federal and provincial data protection laws. The Personal Data will be disseminated in written form, in computerized systems, in electronic files, or at a meeting or series of meetings. Recipient agrees to accept such Personal Data in accordance with the terms and conditions of this NDA. The parties agree to comply with all applicable data protection laws and agree: (a) to use Personal Data solely for the purposes specified in the applicable Statement of Work; (b) not to disclose Personal Data to any third party except those acting as an approved affiliate of the disclosing party; and (c) restrict disclosure of Personal Data to those directors, officers, employees or agents ("Employees") of the disclosing party who have a need to know such Personal Data for the purposes authorized in the Statement of Work, provided such Employees have been made aware of the highly confidential and proprietary nature of Personal Data and agree to be bound by the requirements of this NDA.
12. If either party becomes legally obligated, or receives a subpoena or other legal demand, to disclose any of the other party's Confidential information, the party subject to the obligation shall notify the other party in writing immediately, shall cooperate with the other party in seeking a prospective order or other appropriate remedy, and shall use its reasonable best efforts to protect the confidential and proprietary status of any disclosed Confidential Information.
13. Each party agrees that in the event of a breach or threatened breach by either party, including its agents, directors, or employees, of the provisions of this Agreement, the non-breaching party may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.
14. This Agreement is governed by the laws of the Province of Ontario without regard to its rules on conflicts of law, and both parties consent to the venue and jurisdiction of its courts. The United Nations Convention on the International Sale of Goods shall not apply. Neither party may assign its rights or obligations under this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any provision of this Agreement shall be effective unless signed by the waiving party. This Agreement is the entire agreement between the parties on nondisclosure of confidential information and supersedes all prior representations and agreements between the parties on that subject.
15. THE PARTIES HEREBY AGREE THAT ALL SUITS, CLAIMS, ACTIONS OR PROCEEDINGS BROUGHT BY THE PARTIES TO THIS AGREEMENT WITH RESPECT TO ANY MATTER ARISING OUT OF THIS AGREEMENT, WILL BE HEARD AND DETERMINED IN THE JURISDICTION OF THE PROVINCE OF

ONTARIO, CANADA. THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURTS IN ANY SUCH SUIT, CLAIM, ACTION OR PROCEEDING, IRREVOCABLY AGREE THAT ANY SUCH COURT IS A PROPER VENUE THEREFOR, AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, CLAIM, ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH PARTY AT ITS ADDRESS SPECIFIED IN THE NOTICE PARAGRAPH OF THIS AGREEMENT.

AGREED:

AGREED:

Date

Date