This agreement is made on \_\_\_\_\_\_\_\_\_ (Effective Date), between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Company.

**WHEREAS** Company is entering into discussions with \_\_\_\_\_\_\_\_ regarding APIs, data, and potential business opportunities (Subject Matter);

**AND WHEREAS** \_\_\_\_\_\_\_\_\_\_\_ and Company recognize that it may be necessary to exchange with each other certain confidential and proprietary information in the course of exploring the Subject Matter, and therefore desire to protect such exchanges from disclosure to third parties;

**NOW THEREFORE, IN CONSIDERATION** of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_\_\_\_\_\_\_\_ and Company hereto agree as follows:

1. \_\_\_\_\_\_\_\_\_\_\_\_ and Company (hereinafter each a “Party” and collectively the “Parties”) agree to hold in strict confidence and to not communicate, disclose, publish, disseminate or use, without the express written permission of the other Party, any confidential information, including without limitation, any information concerning the interests, legal affairs, employee pension benefits, property, rights, business, revenues, processes, research, technology, plans or activities of the other Party, or any personal information, or any other information that is designated as confidential or otherwise communicated by one Party to the other on a confidential basis or which the receiving Party knows or should reasonably know is communicated on a confidential basis (Confidential Information). Any Confidential Information received by a Party shall remain the property of the Disclosing Party.
2. Confidential Information shall not include anything which at the time of disclosure: (a) was previously known to, or in the possession of the Receiving Party; (b) was previously made public; (c) subsequently becomes known to the public through no action on the part of the Receiving Party except as the result of unauthorized disclosure; (d) is received from a third party having lawful possession of such information and without restrictions on disclosure or use; or, (e) is independently developed by someone who did not have access to the Confidential Information disclosed under this Agreement.
3. Each Party agrees not to disclose any Confidential Information to anyone other than its respective employees, board of directors or agents, on a need to know basis without the express written permission of the Disclosing Party, unless the Receiving Party is required to disclose the information in order to comply with applicable laws or the requirements of any governmental body or with an order of any court of competent jurisdiction, subject to the Receiving Party giving reasonable and lawfully permitted notice to the Disclosing Party to seek a protective or confidentiality order prior to any disclosure.
4. Each Party agrees to use the Confidential Information only in connection with the Subject Matter of this Agreement and not for any other purpose without the prior written consent of the Disclosing Party.
5. Each Party agrees that the Confidential Information received from the other Party under this Agreement is of great value to the other Party and that any disclosure of such Confidential Information without the consent required herein would cause irreparable harm to the other Party.
6. Each Party agrees to take reasonable precautions to prevent unauthorized communication, disclosure, publication, dissemination or use of the Confidential Information. Each Party also agrees to use at least the same degree of care in safeguarding the Confidential Information of the other Party as it uses in safeguarding its own information of a similar nature.
7. Each Party agrees that Confidential Information may not be copied or reproduced in any form whatsoever without the express written permission of the Disclosing Party. Immediately upon the request of a Party, the Receiving Party agrees to return or destroy all Confidential Information that it has received from the Disclosing Party.
8. Neither this Agreement, nor the disclosure of Confidential Information under this Agreement, nor the ongoing discussions and correspondence between the Parties, shall constitute or imply a commitment or binding obligation between the Parties or their respective affiliated companies, if any, regarding the Subject Matter. If, in the future, the Parties elect to enter into binding commitments regarding the Subject Matter, such commitments will be explicitly stated in a separate written agreement executed by both Parties, and the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without the execution of such separate written agreement.
9. Neither Party is responsible or liable for any business decisions made or inferences drawn by the other Party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement. Neither Party makes any warranty, express or implied, with respect to the Confidential Information. Neither Party shall be liable to the other hereunder for any amounts representing loss of expenses or costs, loss of profits, loss of business, or indirect, consequential, or punitive damages of the other Party in connection with the provision or use of Confidential Information hereunder.
10. The confidentiality obligations herein shall continue for a period of two years from the Execution Date.
11. In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.
12. This Agreement shall bind the Parties, their Affiliates, their employees, heirs, agents, parents, subsidiaries, representatives, beneficiaries, successors and assigns. “Affiliate” shall mean any company, person or entity directly or indirectly controlling, controlled by or under common control with one of the Parties to this Agreement.
13. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario or, if applicable, the Federal Courts of Canada.
14. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Both counterparts shall be construed together and shall constitute one and the same agreement.

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|  | |  | **Company** | |
| By: |  |  | By: |  |
| Print Name: |  |  | Print Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

I have authority to bind the corporation. I have authority to bind the corporation.