**NON-DISCLOSURE CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mahd Sardar\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Receiving Party”) a student at York University, agree as follows:

As part of my studies, I will be participating in a Work Integrated Learning Opportunity, and it may be necessary for KE Solutions Inc., (the “Disclosing Party”) to disclose Confidential Information, as defined below, to facilitate such Work Integrated Learning Opportunity (the “Purpose”). I hereby agree as follows:

**Confidential Information.** means non public proprietary and/or trade secret information including, without limitation information in tangible or intangible form that the Disclosing Party possesses relating to or including: in either oral, written, graphic, electronic or any other form including but not limited to information concerning all aspects of business of the Disclosing Party and its affiliates; financial statements, pricing, costs or profits, business or financial information, strategies or forecasts, marketing, licensing or sales activities, computer programs, memoranda, notes handwritten and/or electronic, personnel, customer or consumer information, customer/client transaction, customer/client lists, third party confidential information, business plans, technical data or specifications, business transactions, contractual relations, data and analysis, compilations , programs, margins, methods and practices, source codes, designs, specifications, tools, samples, plans, models, drawings, sketches and similar materials, programs, patent applications, and other proprietary rights, inventions (whether or not eligible for legal protection under patent, trademark, or copyright laws) research and development, work in progress, and any other documented marked or identified verbally as confidential.

1. **Permitted Use.** The Receiving Party shall handle, use, treat and utilize Confidential Information as follows:

(a)  maintain all Confidential Information received from the Disclosing Party in strict confidence;

(b)  use such Confidential Information solely for the Purpose;

(c)  reproduce such Confidential Information only to the extent necessary for such Purpose;

(d) restrict disclosure of such Confidential Information to instructors and the Disclosing Party’s employees with a need-to-know basis; and

(e) except as set forth in Section 2 herein, not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party.

1. **Restricted Use.** The restrictions on the Receiving Party's use and disclosure of the Confidential Information as set forth above shall not apply to any Confidential Information which the Receiving Party can demonstrate:
2. is wholly and independently developed by the Receiving Party without the use of the Confidential Information of the Disclosing Party; or
3. is or has become generally known to the public from a source having the right to disclose such Confidential Information; or
4. at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction and evidenced by documentation in the Receiving Party's possession; or
5. is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or
6. is disclosed in response to a valid order of a court or other governmental, but only to the extent of and for the purposes of such order; provided, however, that if the Receiving Party receives an order or request to disclose any Confidential Information by a court of competent jurisdiction or a governmental body, then the Receiving Party agrees:
7. if not prohibited by the request or order, immediately to inform the Disclosing Party in writing of the existence, terms, and circumstances surrounding the request or order;
8. to consult with the Disclosing Party on what steps should be taken to avoid or restrict the disclosure of the Confidential Information;
9. to give the Disclosing Party the chance to defend, limit or protect against the disclosure; and
10. if disclosure of Confidential Information is lawfully required, to supply only that portion of the Confidential Information which is legally necessary and try to obtain confidential treatment for any of the Confidential Information required to be disclosed.
11. **No License or Representations**. No license to the Receiving Party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use, import or sell any product embodying any Confidential Information. No representation, warranty or assurance is made by the Disclosing Party with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.
12. **No Obligation**. Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation of the Disclosing Party to furnish Confidential Information to the Receiving Party or for either party to enter into any subsequent agreement or relationship with the other party.
13. **Return or Destruction of Information.** All Confidential Information shall remain the sole property of the Disclosing Party which originally disclosed such Confidential Information. Except as may be otherwise required by applicable law, regulation, legal or judicial process, the Receiving Party shall make all reasonable efforts to promptly destroy or return all materials containing any such Confidential Information (including all copies made by the Receiving Party), upon request following termination or expiration of this Agreement or the Receiving Party's determination that it no longer has a need for such Confidential Information.
14. **Damages Not an Adequate Remedy**. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) as may be deemed proper by a court.
15. **Term and Termination**. This Agreement shall become effective on 24 January 2024 and shall terminate two (2) year from the date first set forth above.
16. **Survivability**. The Receiving Party agrees that all of its obligations undertaken herein shall survive and continue after any termination or expiration of this Agreement.
17. The Receiving Party shall use such Confidential Information for the purposes of his/her/they/them/their participation and no other purpose. The Receiving Party will not use any information acquired in the Purpose for personal gain.
18. **Governing Law.** This Agreement shall be governed in all respects solely and exclusively by the laws of the Province of Ontario.

16. **Miscellaneous**. This Agreement constitutes the entire agreement with respect to Confidential Information hereof and supersedes all prior discussions relating thereto. No amendment or modification of this Agreement shall be valid or binding unless made in writing (with confirmation). Any notice or other communication made or given by Receiving Party in connection with this Agreement shall be sent via email (with confirmation)

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[Signature of Student]

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[Print Name]

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[Date]