

MUTUAL NON-DISCLOSURE AGREEMENT – V5, March 9th, 2021

THIS AGREEMENT effective is between

Promotion Depot & Branded Productions (Primary “Disclosing Party”)

- and -

_____ (company name), _____ (date) and any of their related or associated parties, each of whom is a “Disclosing Party” or a “Receiving Party”, as appropriate. IN CONSIDERATION OF the mutual premises and covenants contained in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. “Confidential Information” means any non-public information, materials or items that the Disclosing Party marks or otherwise designates as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential.

“Confidential Information”, includes but is not limited to products and business plans, product specifications and prices, technologies, designs, inventions, developments, processes, customers, protocols, samples, prototypes, source code, finances, trade secrets, intellectual property rights and other proprietary information, business and marketing plans, operational information, material or data relating to the current and/or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation created by the Receiving Party therefrom.

“Confidential Information” does not include any information, material or item that the Receiving Party can show: (i) was rightfully in the possession of the Receiving Party at the time of disclosure; (ii) becomes a matter of public knowledge other than as a result of a breach of any obligation of confidentiality; (iii) was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; (iv) was lawfully received from a third party without a duty of confidentiality; or (v) was approved for release by the Disclosing Party in writing.

2. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose except to evaluate, discuss and further the purpose of any business relationship between the Receiving Party and the Disclosing Party (the “Permitted Purposes”). The Confidential Information cannot be used (directly or indirectly) or disclosed for any other purposes except with the prior written consent of the Disclosing Party and in connection with the Permitted Purposes. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party except those directors, officers and employees of the Receiving Party who are required to have such information in order to carry out the Permitted Purposes and who are under confidentiality obligations to the Receiving Party sufficient for the Receiving Party to comply with all the provisions of this Agreement.

The Receiving Party shall not print, copy, adopt, modify, store, decompile, disassemble, or reverse engineer/translate any items or discover the source code or trade secrets thereof that constitute Confidential Information of the Disclosing Party otherwise than as required for the Permitted Purpose.

3. The Receiving Party shall prevent the unauthorized use, disclosure, dissemination, or publication of the Disclosing Party's Confidential Information with the same degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of the Disclosing Party's Confidential Information which may come to the Receiving Party's attention.
4. Disclosure of Confidential Information shall not be precluded if such disclosure is pursuant to the requirement or request of a governmental body or by operation of law including, without limitation, under the Freedom of Information and Protection of Privacy Act (Ontario) ("FIPPA"); provided that, except in the case of a request for information under FIPPA, the Receiving Party shall give prompt notice so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information which its counsel advises it is legally required to disclose.
5. Confidential Information shall remain the sole and exclusive property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right to Receiving Party in, to or under the Disclosing Party's patents, copyrights, trademarks, mask works, or trade secrets. The Receiving Party shall claim no right or license in or to the Confidential Information except for temporary use solely for the Permitted Purposes. All Confidential Information disclosed hereunder is provided as is, and without any representation or warranty that such Confidential Information is accurate, complete or error-free and the Disclosing Party makes no representation or warranty, express or implied, oral or written with respect thereto including all warranties of merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade. Nothing in this Agreement obligates any Party to disclose or receive any Confidential Information.
6. The term of this Agreement shall be for three (3) years from the date of this Agreement, provided that the obligation of the Receiving Party to protect Confidential Information under this Agreement shall survive for **a period of three (3) years from the date of its disclosure**.
7. The Receiving Party shall return all originals, copies, reproductions and summaries of the Confidential Information furnished by the Disclosing Party upon the written request of the Disclosing Party, or promptly after termination of this Agreement or at the Disclosing Party's option, certify destruction or deletion of the same.
8. The Receiving Party acknowledges that monetary damages may not be an adequate remedy for unauthorized disclosure of Confidential Information, and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
9. The Receiving Party and the Disclosing Party acknowledge that certain aspects of their respective businesses may overlap and that they may have some of the same customers and suppliers. As such, the terms of confidentiality under this Agreement shall not be construed to limit the Receiving Party's right to independently develop or acquire products without using any of the Disclosing Party's Confidential Information.
10. This Agreement may be exchanged by e-mail and in counterparts. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. If any provision of

this Agreement is held unenforceable, the remainder of this Agreement shall remain in full force and effect.

11. No provisions of this Agreement can be modified or any provision or breach waived, except by writing signed by an authorized person from each party. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario, Canada without regard to conflicts of any foreign laws, rules and regulations. The prevailing party in any dispute under this Agreement shall be entitled to an award of reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above written.

**Promotion Depot and Branded Productions
as the primary "Disclosing Party"**

_____ **Company /
Organization, who is the primary "Receiving
Party"**

Name (Print):

Name (Print):

Signature:

Signature:

Date:

Date:

Corporate Address

Corporate Address

Cellular Phone:

Cellular Phone:

Email Address:

Email Address: