**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_(the (“**Prospect**”), a company whose principal place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Loopio Inc. (“**Loopio**”), with its principal place of business located at 310 Spadina, Suite 600, Toronto, Ontario, M5T 2E8.  “**Party**” means either the Prospect or Loopio, and “**Parties**” means Prospectand Loopio collectively.

Prospect and Loopio intend to engage in a possible business relationship in which Loopio may provide software or related services to Prospect (the “**Purpose**”).  In the course of the relationship or discussions, each Party may disclose confidential information to the other Party.  The rights and obligations of the Parties with respect to such information are as follows:

**Confidential Information.**“**Confidential Information**” means information of any kind, whether communicated orally or in writing, of a Party or any of its affiliates, customers, employees, licensors, or suppliers (“**Disclosing Party**”) that has been or is obtained by or otherwise comes into the possession or knowledge of the other Party or any of its affiliates, customers, employees, licensors, or suppliers (“**Receiving Party**”) in connection with this Agreement (whether such information was obtained by or came into the possession of Receiving Party prior to, on, or after the Effective Date), including, without limitation, any information concerning the business, affairs, technology, operations, properties, assets, employees, customers, suppliers, contracts, prospects, liabilities, research, processes, or methods of operation of Disclosing Party and any reproductions, summaries, analyses, or extracts of such information that is marked as confidential at the time of disclosure or by its nature or by the circumstances surrounding its disclosure would reasonably be considered to be confidential, as well as any reproductions, summaries, analyses, or extracts of such information.

**Exclusions from Confidential Information.**Notwithstanding the foregoing, Confidential Information will not include any information that: (a) is publicly available prior to it being obtained by or becoming known to Receiving Party, or that subsequently becomes publicly available through no breach of this Agreement by Receiving Party; (b) Receiving Party can demonstrate was known to it prior to it being obtained by or becoming known to Receiving Party; (c) becomes known to Receiving Party from a third party, where Receiving Party had no reason to believe that such third party had any obligation of confidence with respect to such information, but only until Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence; or (d) Receiving Party can demonstrate (through written records) was independently developed by it or by individuals employed or engaged by Receiving Party who did not have any access to, or the benefit of, the Confidential Information of Disclosing Party; provided, however, that any information about an identifiable individual will constitute Confidential Information that is subject to the restrictions set forth in this Agreement, whether or not such personal information falls into an exception set forth in this Section 2.

**Non-Disclosure and Restricted Use.**  Neither Receiving Party nor its employees, contractors, officers, directors, advisors, consultants, representatives, or agents (each, a “**Representative**”) will use, reproduce, disclose, or otherwise make available the Confidential Information of Disclosing Party, or any part of it, directly or indirectly, other than as and to the extent expressly permitted under this Agreement.

**Standard of Care.**In consideration of Disclosing Party’s disclosure of the Confidential Information, Receiving Party agrees that it will maintain the Confidential Information of Disclosing Party in confidence, which will include, without limitation, taking measures to protect the confidentiality and security of such Confidential Information using a reasonable standard of care, and no less than the standard of care taken to protect its own Confidential Information of similar sensitivity.

**Notice of Breach or Violation.**If Receiving Party becomes aware of any violation of this Agreement or any disclosure of Confidential Information by Receiving Party or any of its Representatives, other than as permitted by this Agreement, Receiving Party will immediately notify Disclosing Party in writing and, to the extent required by Disclosing Party, cooperate with Disclosing Party to investigate such violation, protect Disclosing Party’s interests, and to seek such remedies as may be available under applicable law.

**Disclosure to Representatives.**  Receiving Party may disclose or permit access to the Confidential Information only to those Representatives who need to know the Confidential Information in connection with the Purpose, who are informed of the confidential nature of the Confidential Information, who are directed to hold the Confidential Information in confidence and who agree in writing, or are otherwise legally bound, to comply with confidentiality obligations in respect of such Confidential Information that are no less stringent than the provisions of this Agreement.  Each of the Parties will take all necessary precautions or measures as may be reasonable in the circumstances to prevent improper use or disclosure of the Confidential Information by its Representatives and will be responsible for any breach of this Agreement by any of its Representatives.

**Compelled Disclosure.**Receiving Party may disclose Confidential Information only if and to the extent legally compelled or required by regulatory authorities having appropriate jurisdiction, provided that Receiving Party must first provide Disclosing Party with prior written notice of such compelled disclosure (except where prohibited by applicable law from doing so) and must use reasonable efforts to provide Disclosing Party with the opportunity to oppose such disclosure.  Thereafter, Receiving Party may disclose the Confidential Information of Disclosing Party, but only to the extent required and subject to any protective order that applies to such disclosure.

**Return or Destruction of Confidential Information.**Upon receipt by Receiving Party of written notice from Disclosing Party for the return or destruction of Disclosing Party’s Confidential Information, Receiving Party will promptly return or destroy all such Confidential Information, in any form, as directed by Disclosing Party, upon Receiving Party’s receipt of such written request, and Receiving Party will certify that it has returned or destroyed, as the case may be, all such Confidential Information.  Notwithstanding the foregoing, Receiving Party may: (a) retain Confidential Information of Disclosing Party as required by applicable law; (b) retain electronic copies of such Confidential Information in backup servers not intentionally made available to any person, provided that: (i) any such electronic copies are treated as Confidential Information that is subject to the terms of this Agreement; and (ii) Receiving Party must delete such Confidential Information in accordance with its record retention policies; and (c) retain such Confidential Information within Receiving Party’s legal department, in secure storage, for use only in disputes relating to this Agreement, provided that any such Confidential Information is treated as Confidential Information that is subject to the terms of this Agreement.

**Injunctive Relief.**  Each of the Parties acknowledge that disclosure of Disclosing Party’s Confidential Information or any other breach of this Agreement may cause serious and irreparable damage and harm to Disclosing Party and that remedies at law may be inadequate to protect against breach of this Agreement, and each agrees that Disclosing Party may seek injunctive relief for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, in addition to any other remedy to which Disclosing Party would be entitled.

**Proprietary Rights.**  No rights or obligations other than those expressly set out herein are to be implied from this Agreement.  No license (express or implied) is hereby granted, directly or indirectly, under any patent, trade secret or copyright, mask work right, or other intellectual property right now held by, or which may be obtained by, or which are or may be licensable by, either Party.  Each Party reserves the right, in its sole discretion and without prior notice to the other Party, to disclose its own Confidential Information to any third party for any purpose.

**Future Business Arrangement.**Nothing contained in this Agreement will obligate the Parties either to negotiate or enter into any future business arrangement with respect to the Purpose.  If, as a result of the discussions contemplated under this Agreement, the Parties decide to enter into a business arrangement with respect to the Purpose, then such arrangement will be the subject of a separate negotiation between the Parties. For clarity, nothing in this Agreement will supersede any other agreements between the parties unrelated to the Purpose.

**Term and Termination.** This Agreement will terminate three (3) years after the Effective Date or may be terminated by either Party at any time upon 30 days written notice to the other Party. Each Party’s obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party’s heirs, successors, and assigns. Each Party’s obligations with respect to all Confidential Information of the other Party will terminate five (5) years after the termination or expiration of this Agreement. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secret law, and the protection of trade secrets of the Disclosing Party shall be maintained by the Receiving Party as such until they fall into the public domain.

**No Disclosure of Negotiations.**Neither Party nor its Representatives will, without the other Party’s prior written consent, disclose to any person the fact that the Confidential Information of Disclosing Party has been disclosed, that discussions or negotiations are taking place or have taken place concerning the Purpose, or any of the terms, conditions, or other facts with respect to any such possible transactions contemplated hereby, including the status thereof.

**No Representation or Warranty.**Each Party acknowledges that Disclosing Party makes no representation or warranty (express or implied) as to the accuracy or completeness of its Confidential Information, and agrees that Disclosing Party will have no liability, direct or indirect, to Receiving Party relating to or resulting from the Confidential Information or the use thereof, errors therein, or omissions therefrom; provided that, for greater certainty, the foregoing will not serve to limit the liability of Disclosing Party with respect to any specific representations or warranties made in any definitive agreement entered into by the Parties.

**Governing Law.**This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.  Each Party hereby irrevocably and unconditionally consents to and submits to the exclusive jurisdiction of the courts of the Province of Ontario for any actions, suits, or proceedings (“**Proceedings**”) arising out of or relating to this Agreement and the transactions contemplated hereby.  Each Party waives any objection to the venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the Province of Ontario and waives and agrees not to plead or claim in any such court that any Proceeding brought in any such court has been brought in an inconvenient forum.

**Non-Waiver.**No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power, or privilege hereunder.

**Entire Agreement; Amendments.**This Agreement constitutes the entire agreement of the Parties with respect to its subject matter.  No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by either of the Parties, will be binding unless executed in writing by the Party to be bound thereby.

**Notice.**Any notice, consent, or approval required or permitted to be given in connection with this Agreement (“**Notice**”) will be in writing and will be sufficiently given if delivered (whether in person, by courier service, or other personal method of delivery), or if transmitted by e-mail:

(a) to Prospect at:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) to Loopio at:

Address: 310 Spadina, Suite 600, Toronto, Ontario, M5T 2E8

Attention: Finance and Operations

Email: support@loopio.com

Any Notice delivered or transmitted to a Party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt.  However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice will be deemed to have been given and received on the next business day. Any Party may, from time to time, change its address by giving Notice to the other parties in accordance with the provisions of this Section 17.

**Electronic Transmission; Counterparts.**This Agreement may be validly executed by facsimile or electronic transmission and in counterparts, which taken together will constitute one and the same agreement and each of which will constitute an original.

**Interpretation.**In this Agreement, words importing the singular number only include the plural and vice versa and words importing any gender include all genders.  Headings are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement. The term “including” means “including without limiting the generality of the foregoing”.  A definition applies to other forms of the word. The terms “discretion” or “sole discretion”, when used in reference to a Party, mean the right to make a decision arbitrarily, without an implied obligation to act reasonably or in good faith or to justify the decision to the other Party.  Any rule of construction to the effect that any ambiguity in this Agreement will be resolved against the drafting Party will not be applied to the interpretation of this Agreement.

**English Language.**  The Parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only.  Les Parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s’y rattachent, soient rédigés en langue anglaise.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, AND SIGNATURE PAGE FOLLOWS.*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in a legally binding manner as of the Effective Date.

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| Prospect  |
| By: |   |
|   | Name: |
|   | Title: |
|   | Date: |

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| --- |
| Loopio Inc. |
| By: |   |
|   | Name: |
|   | Title: |
|   | Date: |