

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”) is effective as of the date of full execution (the “Effective Date”) and is by and between MULTI-HEALTH SYSTEMS INC. addressed at 3770 Victoria Park Avenue, Toronto, Ontario, M2H 3M6, Canada (hereinafter “MHS”) and _____ addressed at _____ (hereinafter the “Recipient”).

The parties agree as follows:

1. Definitions

“*Confidential Information*” means any and all information disclosed by or on behalf of a Party to the other Party, in any written, oral, visual, or electronic form, whether disclosed before or after the *Effective Date*, and whether or not the information is marked, described, or designated as confidential, secret, or proprietary. *Confidential information* may include, but is not limited to, Test concept and all material and information, related to and including, but not limited to test items, patterns and directions, training materials, services, trainings, algorithms, and includes all versions, derivatives and translations relating thereto; author information, theoretical framework, financial statements and information, business and marketing plans, timelines and strategies, customer lists and information, forecasts, delivery options, publishing plans and dates, data collection related information, business partners and/or affiliates, vendors, purchase requirements, sales figures, pricing and pricing strategies, cost of goods, intellectual property, specifications, research, formulations, drawings, designs, inventions, trade secrets or know-how. *MHS Confidential Information* includes information regarding MHS or its affiliates. When used in this Agreement, *Confidential Information* may mean *MHS Confidential Information*, *Company Confidential Information*, or both, as the context requires.

2. Terms and Conditions

- a. The Recipient will receive Confidential Information from MHS for the purpose of _____ (“the Purpose”).
 - b. Commencing on the date of disclosure or the date of execution hereof (whichever is earlier) and until such time as either the Confidential Information becomes general public knowledge as a result of disclosure by MHS or three (3) years from the date of disclosure (whichever is later), the Recipient, its representatives, affiliates, contractors, successors and assigns shall not, directly or indirectly, disclose, report, publish, transfer or otherwise communicate, or use for its own benefit or the benefit of any other person or other entity, or misuse in any way, any Confidential Information and shall maintain the Confidential Information with the same degree of care as the Recipient uses in the protection of its own confidential information. The Recipient shall not use the Confidential Information in any way to compete with MHS for any purpose including using same to create its own assessment tool or related materials.
 - c. The Recipient shall take reasonable measures of a technological or administrative nature to restrict access to the Confidential Information to its representatives, affiliates, contractors, successors and assigns who have a need to know such information, and then only to the extent necessary to carry out the Purpose.
3. At any time upon the request of MHS, the Confidential Information, including all copies and other embodiments, must be returned to MHS or, at MHS’ option, be destroyed.
 4. If the Recipient is compelled by law to disclose Confidential Information, the Recipient agrees to first notify MHS in writing and to permit MHS to contest the disclosure at MHS’s sole expense. The Recipient will fully cooperate with MHS in order to limit such disclosure to the extent legally permissible.
 5. This Agreement and the furnishing of Confidential Information to the Recipient must not be construed as establishing any grant of rights or relationship between the Parties.
 6. The Recipient acknowledges and agrees that the disclosure of Confidential Information without the express written consent of MHS may cause irreparable harm to MHS, and that any breach or threatened breach of this Agreement by the Recipient, its representatives, affiliates, contractors, successors and assigns may entitle MHS to legal remedies available to it in any court of competent jurisdiction.

- 7. This Agreement cannot be modified, amended, altered, or supplemented unless in writing and signed by an authorized signing officer for each of the parties respectively.
- 8. This Agreement is governed by or construed exclusively in accordance with the laws of the Province of Ontario, Canada.
- 9. This *Agreement* may be executed by electronic or digital signature and shall be deemed as legally binding.

Each party is signing this Agreement on the date stated below that party's signature.

MULTI-HEALTH SYSTEMS INC.

RECIPIENT

ASO Name: _____
ASO Title: _____

ASO Name: _____
ASO Title: _____

Date : _____

Date : _____