



THIS AGREEMENT is made effective as of _____ (the “Effective Date”) by and between **Alaya Care Inc.** and _____, to assure the protection, preservation and proprietary nature of certain information to be disclosed or made available by each party to the other.

1. **PURPOSE.** The purpose of disclosure under this Agreement is to permit the recipient of Confidential Information to review and evaluate such information in connection with ongoing discussions regarding opportunities for further commercial transactions (the “Purpose”). The commercial relationship may include further disclosure of information related to each party’s intellectual property rights and proprietary technology and solutions. This Agreement shall operate in addition to any existing obligations of confidence with the parties have to each other in connection with their ongoing commercial relationship.
2. **CONFIDENTIAL AND TECHNICAL INFORMATION.** Subject to the limitations set out in Section 3, Confidential Information comprises information of a confidential or proprietary nature disclosed by one party to the other party, expressly including such information as financial information including budgets, forecasts, projections and estimates and related analyses; customer information and related customer data including personal information and protected health information; contracts, practices, services and support, procedures; and all Technical Information. “**Technical Information**” includes product information and product plans, technical designs and specifications, software, algorithms, know-how, techniques, reports, methods, strategies, plans, documents, drawings, designs, tools, models, inventions and patent disclosures. Confidential and Technical Information may be disclosed in written, oral, electronic, website-based or other form and whether or not specifically identified as confidential at the time of disclosure. Confidential Information shall also include all information which either party has received from others and which it is obligated to treat as confidential. Confidential Information includes information acquired during any facilities tours or otherwise by inspection and also includes any review, summary or analysis based on any Confidential Information.
3. **EXCEPTIONS.** Confidential Information expressly excludes information which: (a) is or becomes generally known or available through no act or failure to act on the part of a recipient; (b) is known by a recipient without any obligation to keep such information confidential at the time of receiving such information as evidenced by its written records; (c) is furnished to a recipient by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by a recipient without any breach of this Agreement, as evidenced by its written records; or (e) is disclosed in response to a valid order of a court or other governmental body (provided that the responding party shall first have given notice to the other party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued) or is otherwise required by law.
4. **RECIPIENTS.** The recipient of Confidential Information shall be entitled to disclose such information only to its employees, officers, directors, consultants and representatives who have a need to know such information in order to carry out the Purpose. The recipient shall remain fully liable and responsible for the use of the Confidential information by such persons, including the obligation to ensure that each is bound by a legal agreement containing obligations of confidence at least as comprehensive as those set out in this Agreement. The recipient will advise its employees, consultants and representatives who may have access to Confidential Information of its confidential nature and of their duty to protect such Confidential Information from improper disclosure.
5. **NON-DISCLOSURE.** Each party shall maintain the other party's Confidential Information in trust and confidence and shall not disclose to any third party nor use any Confidential Information except to the extent required to accomplish the Purpose. Confidential Information shall also not be used by the recipient for any reason other than the Purpose nor in any manner that would constitute a violation of any laws or regulations.
6. **COPIES.** The receiving party will not copy any Confidential Information of the disclosing party, except as authorized in writing by the disclosing party, and shall protect any such authorized copies in accordance with this Agreement.



7. **NO RIGHTS GRANTED.** No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement. All Confidential Information (including copies) shall remain the property of the discloser. Further, each party's right to develop, use, and market products and services similar to or competitive with the Confidential Information of the other party, or to pursue business relationships with others that might be similar to that being considered by the parties will remain unimpaired. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information and may be in discussions regarding other similar business opportunities.
8. **DURATION OF OBLIGATIONS.** This Agreement shall continue in full force and effect for so long as the parties continue to exchange Confidential Information. The obligations of confidence and non-disclosure governing Technical Information provided to a recipient shall remain in effect in perpetuity or until such Technical Information is no longer confidential or a trade secret of the discloser. The obligations of confidence and non-disclosure governing personal information and protected health information shall, in addition to this Agreement and to the terms of subsequent specific agreements entered into by the parties, be bound by the restrictions and obligations relating to such information under applicable law. For Confidential Information that does not include, contain or comprise this personal information or Technical Information, the obligations of confidence and non-disclosure shall remain in effect for three (3) years from the date of disclosure of such Confidential Information.
9. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing the other party with five (5) days prior written notice of such termination. Termination of this Agreement will not relieve either party of the obligations imposed by Sections 4, 5, 6, 7 and 8 of this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions of those sections will survive the termination of this Agreement in accordance with their terms. All Confidential Information shall be returned to the discloser/owner of it on the first to occur of the following: (i) the recipient's reasonable need for it in connection with the Purpose has expired; (ii) upon request of the discloser; or (iii) upon completion or termination of this Agreement.
10. **GOVERNING LAW.** This Agreement shall be governed by the Province of Ontario, excluding its conflicts of laws principles. It may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

The parties have agreed to the terms of this Agreement as of the Effective Date.

Alaya Care Inc.

[_____]

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____