

## NON-DISCLOSURE AGREEMENT

YOU ACCEPT THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING KIRA'S SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE KIRA'S SERVICES

1. For the purposes of this Agreement:

**"Confidential Information"** means, but is not limited to, customer information, any information, know-how, data, patent, copyright, trade secret, process, technique, program, software, design, formula, marketing, advertising, financial, commercial, sales or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data of the Disclosing Party, in oral, written, graphic, electronic, or any other form or medium whatsoever, regardless of whether it has been delivered or communicated by the Disclosing Party to the Receiving Party. The term "Confidential Information" does not include information which is:

- (i) now or which becomes publicly known or available through no act or failure on the part of the Receiving Party;
- (ii) actually known to the Receiving Party prior to the time of receipt of such Confidential Information;
- (iii) furnished to the Receiving Party by a third party who has rightfully obtained the Confidential Information without restriction on disclosure; or
- (iv) independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party that does not otherwise contravene the terms and provisions of this Agreement.

2. All Confidential Information constitutes the sole and exclusive property of the Disclosing Party, which the Disclosing Party is entitled to protect. The Receiving Party shall only use the Confidential Information strictly for the Purpose. The Receiving Party shall hold and maintain all Confidential Information in confidence for the Disclosing Party and shall have an obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the Disclosing Party in writing. The standard of care for protecting Confidential Information imposed on the Receiving Party will be at least that degree of care the Receiving Party uses to prevent disclosure, publication or dissemination of its own Confidential Information, but in no event less than reasonable care.

3. The Receiving Party will not disclose the fact that the Confidential Information has been made available to it pursuant to this Agreement, or that any evaluations, discussions, meetings or negotiations have or are taking place without the prior written consent of the Disclosing Party.

4. Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information to any person. The Receiving Party shall destroy all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, immediately upon the request of the Disclosing Party and, if requested by the Disclosing Party, will certify in writing to the

Disclosing Party that such destruction has occurred. The destruction of such documents, as the case may be, shall in no event relieve the Receiving Party of its obligations of confidentiality set out in this Agreement with respect to such destroyed information.

5. The Receiving Party agrees that the harm suffered by the Disclosing Party as a result of a breach of this Agreement would not be compensable by monetary damages alone and accordingly the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
6. If the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party shall, if not prohibited by law, give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with the Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall only disclose such Confidential Information as is required, in the opinion of its counsel, and shall use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
7. Neither this Agreement nor the disclosure of any information to the Receiving Party shall be construed as granting to the Receiving Party any rights in, to or in respect of the Confidential Information.
8. The Disclosing Party hereby excludes all representations, warranties and conditions, express or implied, including, without limitation, any representations, warranties or conditions of accuracy, sufficiency, suitability or non-infringement. The Disclosing Party shall have no liability whatsoever for any damages, losses or expenses whatsoever incurred by the Receiving Party as a result of its receipt of Confidential Information pursuant to this Agreement, whether arising in contract, tort or otherwise. The Parties acknowledge that the limitations described in this section and the allocation of risks and benefits under this Agreement are a fundamental part of this Agreement.
9. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the Parties with respect to the subject matter of this Agreement.
10. This Agreement is binding upon the trustees, receiver, heirs, executors, administrators, successors and assigns of the Receiving Party and shall enure to the benefit of the Disclosing Party's successors and assigns.
11. This Agreement is governed by, and construed in accordance with, the laws and exclusive jurisdiction of the province of Ontario and the laws of Canada applicable therein. Each Party hereby: (i) submits and attorns to the exclusive jurisdiction of the courts of the province of Ontario; and (ii) waives trial by jury.