

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”) by and between:

(1) [Client Legal Name], located at [Client Address] (“**Client**”), and

(2) [Consultant Legal Name], located at [Consultant Address] (“**Consultant**”).

Client and Consultant may each be a “**Party**” and together the “**Parties.**”

1) Purpose

The Parties wish to disclose certain Confidential Information to evaluate, discuss, and/or perform [Project Name / Description] (the “**Permitted Purpose**”) through the Connect Research platform (the “**Platform**”).

2) Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by or on behalf of a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether in oral, written, visual, electronic, or other form, that (a) is marked or identified as confidential, or (b) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, without limitation: business plans, pricing, financials, research plans, protocols, methods, technical data, study designs, product concepts, source code, know-how, inventions (whether patentable or not), customer/vendor information, datasets, trade secrets, and any notes, analyses, compilations, or materials derived from the foregoing.

3) Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate by written records:

- a) is or becomes publicly available through no breach of this Agreement;
- b) was lawfully known by the Receiving Party prior to disclosure by the Disclosing Party;
- c) is received lawfully from a third party without restriction and without breach of any obligation;
- d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or
- e) is approved for release by written authorization of the Disclosing Party.

4) Receiving Party Obligations

The Receiving Party shall:

- a) use the Confidential Information solely for the Permitted Purpose;
- b) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance, and in any event no less than reasonable care;
- c) not disclose the Confidential Information to any third party except as permitted under Section 5; and
- d) not reverse engineer, decompile, or disassemble any prototypes, samples, software, or other materials provided as Confidential Information, except to the extent expressly authorized in writing by the Disclosing Party.

5) Permitted Disclosures

The Receiving Party may disclose Confidential Information only:

- a) if required by law, regulation, or court order, provided that the Receiving Party (to the extent legally permitted) gives prompt written notice to the Disclosing Party and reasonably cooperates (at the Disclosing Party's expense) in seeking protective treatment.

The Receiving Party remains responsible for breaches of this Agreement by anyone to whom it discloses Confidential Information under this Section 5.

6) No License / No Transfer of Rights

All Confidential Information remains the property of the Disclosing Party. No license or other rights are granted under this Agreement by implication, estoppel, or otherwise, except the limited right to use Confidential Information for the Permitted Purpose.

7) Term and Survival

This Agreement begins on the Effective Date and continues for 3 years unless terminated earlier by written notice.

The confidentiality and non-use obligations apply to Confidential Information disclosed during the term and survive termination for 3 years from the date of last disclosure, except that trade secrets remain protected for so long as they qualify as trade secrets under applicable law.

8) Return or Destruction

Upon written request by the Disclosing Party, the Receiving Party will promptly return or destroy (at the Disclosing Party's option) the Disclosing Party's Confidential Information, including copies and derivatives, except that the Receiving Party may retain one archival copy solely for legal/compliance purposes and any automatically stored backups created in the ordinary course of business (provided such backups remain subject to this Agreement and are not readily accessible).

9) Remedies

The Parties acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party may seek injunctive or equitable relief in addition to any other remedies available at law.

10) Disclaimers

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” The Disclosing Party makes no warranties regarding accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement.

11) Limitation of Liability Between the Parties

To the maximum extent permitted by law, neither Party will be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages. This does not limit liability for a Party’s breach of confidentiality obligations to the extent such limitation is not permitted by law.

12) Platform Provisions (Connect Research)

a) Not a Party / No Legal Advice. ConnectResearch Group Corp. (the “Platform Operator”) provides this Agreement as a convenience and is not a party to it. The Platform Operator does not provide legal advice and does not guarantee this Agreement will meet any Party’s needs or be enforceable in any jurisdiction.

b) No Platform Liability. To the maximum extent permitted by law, the Platform Operator has no liability to either Party for (i) the Parties’ use of this Agreement, (ii) any dispute between the Parties, (iii) any unauthorized disclosure, misuse, or loss of Confidential Information by either Party, or (iv) any failure by a Party to comply with this Agreement.

c) Third-Party Beneficiary (Limited). The Parties agree the Platform Operator is an intended third-party beneficiary only with respect to (i) confidentiality obligations covering the Platform Operator’s own Confidential Information (e.g., non-public platform materials, processes, pricing, and internal documentation disclosed by the Platform Operator), and (ii) this Section 12, and may enforce those provisions.

d) Platform Processing. Information shared through the Platform may be accessed/processed by the Platform Operator as described in the Platform’s Terms of Service and Privacy Policy, and such processing will not constitute a breach of this Agreement.

13) Governing Law and Venue

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law rules. The Parties consent to the exclusive jurisdiction of the courts located in Toronto, Ontario for disputes arising from this Agreement.

14) General

- a) Entire Agreement. This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes prior understandings on confidentiality for the Permitted Purpose.
- b) Amendments. Any amendment must be in writing and signed by both Parties.
- c) Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets.
- d) Severability. If any provision is held invalid, the remainder remains in effect and the provision shall be modified to the minimum extent necessary to be enforceable.
- e) Counterparts / E-Signatures. This Agreement may be signed in counterparts and electronically, each of which is deemed an original.

Signatures

CLIENT

Legal Name: _____
Authorized Signatory Name/Title: _____
Signature: _____
Date: _____

CONSULTANT

Legal Name: _____
Authorized Signatory Name/Title: _____
Signature: _____
Date: _____