

## Non-Disclosure Agreement

AGREEMENT, made at Halifax, Nova Scotia.

BETWEEN Saint Mary's University Entrepreneurship Centre (SMUEC)  
960 Tower Road  
Halifax, Nova Scotia, B3H 2Y4  
(Referred to as the **receiving party**)

AND WisdomX Inc.  
Spark Centre Head Office  
Suite 300, 2 Simcoe Street South,  
Oshawa, L1H 8C1  
Canada  
(Referred to as the **disclosing party**)

WHEREAS The parties to the Agreement desire that certain confidential information be disclosed to the receiving party in connection with:

### **A CONTRACT TO SUPPLY CONSULTING SERVICES AND BILATERAL COOPERATION FOR MARKETING STRATEGY DEVELOPMENT**

and the parties wish to ensure that the information which may be disclosed is treated in the strictest confidence,

THE PARTIES AGREE AS FOLLOWS:

1. The term of this agreement is 180 days at the end of which time the receiving party shall return to the disclosing parties and/or delete irretrievably from computer storage all copies of the Confidential Information.
2. Notwithstanding the termination of this agreement the provision of confidentiality shall apply for an indefinite period of time.
3. All information disclosed in oral, written, graphic, photographic, recorded and/or transmitted in any media, including computer-readable media, prototype, sample or in any form by the disclosing parties to the receiving party shall be deemed to be "Confidential Information".
4. The receiving party shall not disclose the Confidential Information, or any part thereof received from the disclosing parties to any third party.
5. The receiving party shall not use the Confidential Information, or any part thereof received from the disclosing parties for any purpose except for the evaluation in connection with the contract to supply consulting services.

6. The receiving party will disclose the Confidential Information received from the disclosing parties only to those employees or agents who are directly involved in the provision of consulting services. Each party will use its best efforts to ensure that any employees or agent to whom it discloses Confidential Information will retain such information in confidence. The receiving party will maintain a list of all employees or agents who receive this Confidential Information from time to time, and this list shall be made available from time to time to the disclosing parties at their request.
7. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this agreement.
8. Unless otherwise specified in writing, all documents and materials containing or embodying the Confidential Information shall remain property of the disclosing parties. Upon request of the disclosing parties the receiving party agrees to return all documents and other materials containing or embodying any Confidential Information of the disclosing parties, as well as all copies thereof, and to delete from all media so as to be unrecoverable any computer files containing or embodying Confidential Information.
9. The foregoing provisions of confidentiality shall not apply to Confidential Information which:
  - a) is known to the receiving party at the time of disclosure of such Confidential Information provided by the receiving party promptly notifies the disclosing party in writing of this prior knowledge within thirty (30) days of receipt;
  - b) is independently developed by the receiving party, provided the person or persons developing the same have not had access to, either directly or indirectly, the Confidential Information received and provided such independent development is documented;
  - c) is disclosed with the written approval of the disclosing party;
  - d) is now, or which hereafter, through not act or failure to act on the part of the receiving party, becomes generally know or available to the public without breach of this agreement.
10. Notice of Immunity from Liability - An individual shall not be held criminally or civilly liable under any federal or provincial trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, provincial, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

### **General Provisions**

- (a) **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
- (b) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- (c) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (d) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Contractor agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right of Company is to be in addition to the remedies otherwise available to Company.

(f) **Governing Law.** This Agreement shall be governed in accordance with the laws of the Province of Nova Scotia or Canada as the case may be.

(g) **Jurisdiction.** The parties' consent to the exclusive jurisdiction and venue of the Supreme Court of Nova Scotia in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

(h) **Successors & Assigns.** This Agreement shall bind each party's heirs, successors and assigns. The contractor may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Company. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Contractor owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of Contractor to any party. Any assignment or transfer in violation of this section shall be void.

(j) **Counterparts and Electronic Signatures.** This Agreement and any Ancillary Agreements may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any Ancillary Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such Ancillary Agreement for all purposes.

The Agreement replaces all prior Confidential Disclosure Agreements between the parties.

This Agreement is not assignable without the written agreement of both parties.

IN WITNESS thereof the parties have executed the agreement the day and year first above written.

Company:   
(sign here)

Hossein Khorrani  
(print here)

10/02/2023  
(date)

SMUEC: Meredith Drost  
(sign here)

Meredith Drost  
(print here)

February 28, 2023  
(date)