

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Confidentiality Agreement"), effective as of \_\_\_\_\_ between ICUBE – University of Toronto Mississauga, (hereinafter "ICUBE") and \_\_\_\_\_ (hereinafter the "Mentor"; collectively referred to as the "Parties").

WHEREAS ICUBE is in possession of certain Confidential Information relating to ICUBE or ICUBE clients, partners or other third parties, however disclosed;

AND WHEREAS:

- a) ICUBE or ICUBE clients desire to disclose such Confidential Information to the Mentor
- b) the Mentor agreed to give ICUBE such other assurances and enter into such additional secrecy or other Agreements as may be necessary or appropriate to give full effect to the intent and purpose of the Confidentiality provision;

NOW, THEREFORE, the Parties agree to the following:

### 1. Confidentiality

During and after the term of this Agreement, the Mentor shall treat as confidential any information concerning ICUBE or ICUBE clients, partners or other third parties, and shall not disclose either directly or indirectly such information without first obtaining written permission from ICUBE.

- a) Confidential Information includes but is not limited to the following types of information or material, both existing and contemplated, regarding ICUBE or ICUBE clients, partners or other third parties:
  - i. Business plans, strategies, policies, resolutions, patent, litigation or negotiations and contractual licensing arrangements
  - ii. Financial or investment information
  - iii. Operational and scientific information, including but not limited to, data, know-how, processes, concepts, ideas, algorithms, formulae, code, designs, diagrams, systems, structures, production processes, and related operations processes
  - iv. Marketing and sales information
  - v. Customer and business development information
  - vi. Personnel information, including names and background of key personnel, resumes, performance evaluation results, etc.
  - vii. Any other information, however documented, that is a trade secret under any applicable legislation or at common law.
- b) Confidential Information shall not include information that:
  - i. was known or used by the Mentor prior to the date of disclosure to the Mentor, as evidenced by the prior written records of the Mentor;
  - ii. was independently developed by the Mentor without any knowledge or use of the information disclosed by ICUBE;

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- iii. either before or after the date of disclosure to the Mentor, is lawfully disclosed to the Mentor by an independent, unaffiliated third party rightfully in possession of the Confidential Information; or
- iv. either before or after the date of disclosure to the Mentor, becomes published or generally known to the public through no fault or omission on the part of the Mentor, but such inapplicability applies only after such information is published or becomes generally known.

**2. Violation**

The Parties acknowledge that any violation of any of the provisions hereof by such party may result in immediate and irreparable damage to other party and agrees that in the event of such violation the other party shall, in addition to any other right, relief or remedy at law, be entitled to any equitable relief that any court of competent jurisdiction may deem just and proper.

**3. Care of Confidential Information**

The Mentor agrees to use due care, but in no event less than a reasonable degree of care, to keep Confidential Information disclosed to it pursuant to this Agreement in a safe and secure place that is at least as safe and secure as the place where the Mentor keeps other Confidential Information that he/she considers to be valuable and proprietary to itself.

**4. Binding**

This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, administrators, successors, and permitted assigns, provided that no assignment of this Agreement shall be made without the prior written consent of the other Parties hereto.

**5. Entire Agreement**

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be changed, modified, amended or supplemented except by a written instrument signed by the Parties. The unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement.

**6. Law**

This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Agreed:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
Date

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