# CPB CANADA - MUTUAL NON-DISCLOSURE AGREEMENT

# Effective Date (YYYY/MM/DD): Click or tap to enter a date.

The Certified Professional Bookkeepers of Canada (CPB Canada, legally known as Institute of Professional Bookkeepers of Canada) and       intend to disclose information to one another for purposes of fulfilling your responsibilities as a member of an Investigation Committee of CPB Canada. In order to protect certain confidential information which may be disclosed between them, the parties hereto agree as follows:

1. **Definitions**

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings as specified below:

* 1. "**Affiliate**" of a party means any entity, directly or indirectly, controlling, controlled by or under common control with such party.
	2. “**Confidential Information**” means any information and related materials disclosed directly or indirectly by the Disclosing Party relating to the Disclosing Party’s business, operations, assets, liabilities, plans, prospects and affairs, or to the Transaction or business relationship, including information in oral, written or electronic form and information communicated verbally, visually or by any other means, and including, but not limited to: (i) trade secrets; (ii) financial information and pricing; (iii) technical information such as designs, specifications and uses of products and services; (iv) information about customers or consumers that does not contain personally identifiable information (e.g., postal codes or aggregate statistical data); and (v) product research, and including, but not limited to, all reports, interpretations, notes and analyses based, in whole or in part, on Confidential Information. “Confidential Information” also includes the existence and terms of this Agreement and Personal Information (defined below), and the fact that discussions are taking place between the parties.
	3. “**Disclosing Party**” means CPB Canada (or such party’s Affiliate(s) or authorized representatives) disclosing Confidential Information under this Agreement.
	4. “**party**” means a party to this Agreement.
	5. “**Personal Information**" means information protected by applicable privacy legislation.
	6. “**Receiving Party**” means the Director of CPB Canada (or such party’s Affiliate(s) or authorized representatives) Confidential Information under this Agreement.
1. **Disclosure Period**

This Agreement controls only Confidential Information that is received by the Receiving Party from the Disclosing Party during the period commencing on the Effective Date and cannot disclose this information without permission from the other party in writing.

# Confidentiality Obligations

* 1. Receiving Party shall:
1. use Confidential Information only for the purpose of fulfilling your Director and Officer Duties and not directly or indirectly for any other purpose
2. keep confidential and not disclose Confidential Information to any third parties (except as expressly authorized herein)
3. protect the confidentiality of Confidential Information by using the same degree of care (but not less than a reasonable degree of care) it would use to prevent the unauthorized disclosure of its own confidential information of a like nature
4. promptly notify Disclosing Party in writing of any unauthorized use or disclosure of the Confidential Information, including a detailed description of the circumstances of the disclosure and the parties involved and cooperate with the Disclosing Party to obtain the return of such Confidential Information
5. disclose the Confidential Information only to those that have a legitimate need to know such information and a legal, professional or contractual obligation to protect such Confidential Information that is at least as restrictive as this Agreement.
	1. If the Receiving Party is required by any securities or other applicable law (unless such law permits a party to refrain from making such disclosure for confidentiality or other reasons), or by judicial or administrative process (including the

rules of any relevant stock exchange), to disclose Confidential Information, it shall: (a) provide advance written notice of such requirement or event to Disclosing Party, to the extent reasonably possible; and (b) reasonably cooperate with the Disclosing Party in limiting the extent of the disclosure and in obtaining an appropriate protective order or pursuing such legal action, remedy or assurance as the Disclosing Party deems necessary (in its sole discretion) to preserve the confidentiality of the Confidential Information or to waive compliance by the Receiving Party with any of the provisions of this Agreement.

* 1. Notwithstanding any other provision of this Agreement, the Receiving Party may disclose the existence and a summary of this Agreement in regulatory filings as required by law, regulation or standard accounting rules.
	2. Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secret law, and the protection of trade secrets by the Receiving Party shall be maintained as such until they become a part of the public domain.

# Limitations

* 1. A Receiving Party’s duties under Section 3 of this Agreement shall apply only to Confidential Information that is: (a) disclosed by Disclosing Party is confidential unless indicated otherwise. Information provided by the disclosing party is deemed confidential in writing at the time of disclosure; (b) disclosed by Disclosing Party in any other manner will be considered confidential at the time of disclosure and thereafter; or (c) disclosed in the form of tangible products or materials transmitted to the Receiving Party will be considered confidential.

All the information that is already out in the general public or distributed by CPB Canada or accessible to the membership will not fall under the confidential requirements of this agreement.

* 1. Notwithstanding anything to the contrary contained herein, Confidential Information does not include any information that: (a) was in the possession of the Receiving Party prior to its disclosure by Disclosing Party and can be evidenced by the Receiving Party; (b) is or becomes generally known to the public through no act or fault of the Receiving Party; or (c) is independently developed by the Receiving Party without reference to Confidential Information received hereunder.
	2. If the Receiving Party is on the premises of the Disclosing Party and as a result obtains information that a reasonable person would understand to be confidential, the Receiving Party must maintain the confidentiality of the information notwithstanding anything to the contrary in this Agreement.
	3. Neither party will issue any news release, announcement, denial or confirmation of this Agreement or its terms and conditions without the other party’s prior written consent, which may be withheld for any or no reason, unless such news release or announcement is required by applicable law or the rules of any stock exchange on which the securities of a party or its Affiliate are listed.
1. **Privacy Law Compliance**

The parties do not intend to disclose any Personal Information to one another. In the event of any inadvertent receipt of Personal Information, the Receiving Party shall immediately return such information to the Disclosing Party or destroy such information, as requested by the Disclosing Party. The parties shall comply with applicable privacy legislation. In the event of an unauthorized disclosure of Personal Information, the party discovering such disclosure will notify the other party as soon as possible and no later than 24 hours following discovery. Upon request, the parties will reasonably cooperate with each other in notifying impacted individuals if so required.

1. **Term**

This Agreement expires on the date which is three years following expiration of the disclosure period defined in Section 2, provided, however, that (i) Receiving Party’s obligations to safeguard and maintain the confidentiality of Personal Information and its obligations under Section 5 shall continue for so long as any Personal Information remains in the Receiving Party’s possession and (ii) Sections 8, 9 and 10 shall survive such expiry indefinitely.

1. **No Definitive Agreement**

The parties acknowledge and understand that nothing contained herein: (a) requires the disclosure of any Confidential Information by either party at any time (any such disclosures to be at the sole discretion of the Disclosing Party); and (b) requires either party to proceed with the Transaction or any other proposed transaction or business relationship.

1. **Return of Confidential Information**

Receiving Party agrees to return or destroy all Confidential Information (including tangible products or materials received from the Disclosing Party and documents containing Confidential Information generated by Receiving Party) upon the Disclosing Party’s request and in accordance with the Disclosing Party’s instructions, except Receiving Party may retain one copy of written Confidential Information in its Legal Department solely for purposes of verifying compliance with this Agreement. Receiving Party shall not be required to destroy Confidential Information on backed-up computer records, provided that such information shall continue to be held pursuant to the terms of this Agreement. The Receiving Party shall, upon request of the Disclosing Party, certify in writing, signed by a principal or officer of the Receiving Party, compliance with the requirements of this Section 8.

1. **Equitable Relief**

Receiving Party agrees that any unauthorized use or disclosure of the Confidential Information by Receiving Party will cause Disclosing Party irreparable harm for which remedies at law will be inadequate. Therefore, the Disclosing Party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of Section 3 of this Agreement, in addition to any other remedies in law or equity. To the extent permitted by applicable law, the Disclosing Party shall be entitled to injunctive relief without posting any bond or security, without showing a likelihood of success on the merits and without a showing of irreparable harm, balancing of harms, consideration of public interest, or inadequacy of monetary damages as a remedy and, notwithstanding that damages may be readily quantifiable, the Receiving Party agrees not to plead sufficiency of damages as a defence in any such proceeding.

1. **Proprietary Rights and Ownership**

All right, title and interest in and to the Confidential Information shall be and remain vested in Disclosing Party. Nothing in this Agreement shall grant Receiving Party any license or right with respect to the Confidential Information, except for the limited right to use Confidential Information as set forth in Section 3.1. Receiving Party shall not modify or create any derivative works from the Confidential Information.

# General

* 1. Disclosing Party warrants that it has the right to make the disclosures under this Agreement. No other warranties are made by either party under this Agreement. Any Confidential Information or other information exchanged pursuant to this Agreement is provided “as is” and the Disclosing Party disclaims any and all warranties, express, statutory or implied including, but not limited to, completeness, accuracy, merchantability, non-infringement, title or fitness for a particular purpose.
	2. This Agreement constitutes the entire agreement of the parties as to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, discussions or correspondence regarding the subject matter of this Agreement, whether written or oral.
	3. This Agreement shall inure to the benefit of, and may be specifically enforced by, Affiliates of each of the parties. Each party shall hold such rights in trust on behalf of its Affiliates and may enforce the same on its and their behalf.
	4. This Agreement may not be amended or modified except in writing signed by an authorized representative of each party. The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party.
	5. Each party may assign its rights or delegate its obligations under this Agreement, in whole or in part, to an Affiliate without the consent of the other party. Otherwise, neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the other party’s prior written consent, which shall not be unreasonably withheld. Any assignment in violation of this section will be null and void. This Agreement shall be binding upon each party’s permitted successors and permitted assignees.
	6. This Agreement does not create any agency or partnership relationship. Neither party shall have any authority to act on behalf of, or to bind the other party to any obligation.
	7. This Agreement and rights and obligations of the parties are governed by the laws of the Province of **British Columbia**, and the federal laws of Canada applicable therein, without regard to any conflict of laws principles. Each party irrevocably attorns to the jurisdiction of the Courts in the Province of British Columbia for any actions, suits, or proceedings arising out of or relating to this Agreement of the matters contemplated hereby.
	8. This Agreement will not be construed against either party due to authorship. If any provision of this Agreement is held to be unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith a substantively comparable enforceable provision to replace the unenforceable provision.
	9. All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
	10. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNED:

# CPB Canada

Signature:  Date signed: Click or tap to enter a date.

Name:       Title:       Address:

# CPB Canada Member

Signature:  Date signed: Click or tap to enter a date.

Name:       Title:       Address: