**Effective Date:** Click or tap to enter a date.

This Mutual Non-Disclosure Agreement (the “**Agreement**”) shall apply to all Confidential Information disclosed hereunder between the Parties for the purpose of the Parties evaluating a prospective business relationship between the Parties (the “**Purpose**”). To protect certain Confidential Information (as defined below), the Parties, and their respective Affiliates, signing below (sometimes individually referred to as a “**Counterparty**”, a “**Party**” and collectively referred to as the “**Parties**”), agree as follows:

**1. Definitions**. To facilitate discussions, meetings and the conduct of business between the Parties respecting the Purpose, the Parties may disclose Confidential Information to each other. “**Confidential Information**” means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing Party’s business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing Party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or if not so marked or announced and documented should reasonably have been understood as being confidential information of the disclosing Party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing Party from a third party under an obligation of confidentiality.

**2. Term.** This Agreement shall bind the Parties, and their respective successors, assigns, heirs, executors, administrators, and other legal representatives. The Parties agree that all of the agreements, covenants, terms and conditions of this Agreement will survive indefinitely the termination of this Agreement for any reason whatsoever, however no action for damages shall be initiated by either Party against the other Party more than five (5) years after the effective date of this Agreement for inadvertent disclosure of any Confidential Information by the Party which received that Information. For greater certainty, the preceding sentence shall not limit any proceeding for equitable relief.

**3. Covenants**. Each Party acknowledges and agrees (a) that all Confidential Information shall be and shall remain the exclusive property of the disclosing Party; (b) to receive in confidence any Confidential Information; to use such Confidential Information only for purposes of performing work, services or analysis related to the Purpose and for other purposes only upon terms as may be agreed upon by the Parties in writing; (c) to limit access to Confidential Information to a Party’s employees, directors, contractors, agents and advisors who (i) have a need to know the Confidential Information in order to participate in the Purpose; and (ii) have entered into a written agreement with the receiving Party that provides the same or greater protections to any Confidential Information as provided hereunder; and (d) at the disclosing Party's request, to return promptly to the disclosing Party or to destroy any tangible copies of such Confidential Information, and make commercially reasonable efforts to erase all electronic or other intangible copies, and provide to the disclosing Party a list of all such material destroyed; provided, however, the receiving Party’s Counsel may retain one (1) copy of the disclosing Party’s Confidential Information solely for archival and dispute resolution purposes.

**4. Exclusions.** These obligations do not apply to Confidential Information that, as shown by reasonably documented proof: (a) was in the other Party's possession prior to receipt from the disclosing Party; (b) was received by one Party from a third party not subject to a confidential obligation to the other Party; (c) is or becomes publicly known without any breach of a confidential obligation by the receiving Party; (d) was developed by the receiving Party without it having access to disclosing Party’s Confidential Information; (e) is authorized in writing by the disclosing Party to be released or is designated in writing by that Party as no longer being confidential or proprietary; or (f) is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process.

**5. Affiliates**. Each Party agrees that the other Party may disclose Confidential Information to an Affiliate, subject to the terms and conditions set forth herein. “**Affiliate**” means any person or entity which directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement.

**6. Press Release**. Other than as required by law, neither Party, without the other Party’s prior written consent, shall disclose to any person, or make a public announcement of, the existence of this Agreement or any of its terms, or discussions or negotiations relating to the Purpose or any Confidential Information.

**7. Injunctions**. It is agreed that a violation of this Agreement may cause irreparable harm to the non-violating Party and that such Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction, enjoining the violating Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. In no event shall either Party be liable to the other for punitive or exemplary damages.

**8. No License or Transfer of Ownership**. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information or derived products, or as an agreement, promise or representation by either Party to do business with the other or to do anything except as set out specifically in this Agreement. Receiving Party does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in the Confidential Information of the disclosing Party.

**9. Breach**. Any breach of any provision of this Agreement by one Party shall not affect the other Party’s non-disclosure and non-use obligations under this Agreement.

**10. Waiver**. Unless expressly confirmed in writing by the waiving Party, no failure or delay in exercising any right, power or privilege under this Agreement by either Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**11. Governing Law**. This Agreement is made in accordance with and shall be governed by the laws of Choose an item.

**12. Invalidity of Provisions**. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. Counterparts**. This Agreement may be executed originally or by facsimile, and in counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument. When so executed and delivered by each Party to the other, this Agreement shall become binding.

**14. Entire Agreement**. This Agreement is the entire agreement between the Parties, and supersedes all prior agreements and understandings, with respect to use and nondisclosure of Confidential Information. This Agreement may be amended only by a writing executed by both Parties, shall not be assigned or transferred by either Party without the prior written consent of the other, and shall be binding on successors and permitted assigns of the Parties. Notwithstanding the foregoing, should the Parties enter into a definitive agreement related to the Purpose, the confidentiality provisions of such definitive agreement shall supersede and take precedence over this Agreement.

**15. Consent to Receive Commercial Electronic Messages**. By checking this box, Counter Party expressly consents to receive commercial electronic messages (“**CEMs**”), including but not limited to newsletters, updates and correspondence, for the purpose of entering into a prospective business relationship. Counter Party may withdraw such consent at any time by sending an email to privacy@athennian.com.

☐ Counter Party agrees to receive CEMs from Athennian.

**IN WITNESS WHEREOF,** the parties have duly executed this Agreement as of the date written below.

| Click here to enter text. **(“Counterparty”)** | **PAPER INTERACTIVE, INC. dba “Athennian”** |
| --- | --- |
| By: | By: |
| Printed Name: Click here to enter text. | Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: Click here to enter text. | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: Click here to enter text. | Address: Suite 310, 220 12th Ave SW, Calgary, AB, Canada T2R 0E9 |
| Date: Signed: Click here to enter a date. | Date Signed:  |