

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into as of the ___ day of _____, 2020 between Eclipsys Solutions Inc., having its place of business currently located at 701 - 411 Legget Drive, Ottawa, Ontario, K2K 3C9 ("**Eclipsys**") and _____. having its place of business currently located at _____. ("**_____**"). In order to protect certain Confidential Information (as defined below) that may be disclosed between them, Eclipsys and _____ covenant and agree as follows:

1. Purpose.

Eclipsys and Minacs wish to explore a certain business opportunity of mutual interest (the "**Opportunity**") and in connection with the Opportunity each of Eclipsys and _____ wish to execute this non-disclosure agreement (the "**Agreement**").

2. Confidential Information.

"**Confidential Information**" means any information disclosed by one party to the other, either directly or indirectly in writing, orally or by inspection of tangible or intangible objects, including without limitation documents, business plans, source code, software, documentation, financial analysis, marketing plans, customer names, customer list, customer data. Confidential Information may also include information disclosed to a party by third parties at the direction of a Disclosing Party. Confidential Information shall not, however, include any information which the Receiving Party (as defined below) can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Receiving Party; or (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure. For the purposes of this Agreement, the party disclosing the Confidential Information shall be referred to as the "**Disclosing Party**" and the party receiving the Confidential Information shall be referred to as "**Receiving Party**".

3. Non-use and Non-disclosure.

The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. The Receiving Party further agrees not to disclose any Confidential Information to third parties or to its employees, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the Opportunity. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information of the Disclosing Party, and which is provided to the Receiving Party hereunder.

4. Maintenance of Confidentiality Information.

The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information provided by the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own Confidential Information and shall have its employees, if any, who have access to such Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of the Confidential Information to such employees. The Receiving Party shall not make any copies of the Confidential Information unless the same is previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party.

5. No Obligation.

Nothing contained in this Agreement shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

6. No Warranty.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

7. Return of Materials.

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request.

8. No License.

Nothing contained in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of either party, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information of the other, except as expressly set forth herein.

9. Term.

This Agreement shall survive for a period of 2 years from the date of disclosure of the Confidential Information.

10. Remedies.

The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies including, but not limited to, specific performance of the Receiving Party's obligations hereunder.

11. Miscellaneous.

- 11.1 This Agreement shall bind and ensure to the benefit of the parties hereto and their successors and assigns.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and this Agreement shall be treated, in all respects, as an Ontario contract. Both parties agree that if there is any dispute between them with respect to the rights of either party under this Agreement, the jurisdiction of the Courts of the Province of Ontario will apply in this regard.
- 11.3 THE PARTIES EACH ACKNOWLEDGE THAT THEY HAVE OBTAINED INDEPENDENT LEGAL ADVICE PRIOR TO EXECUTING THIS AGREEMENT AND THEREBY BECOMING BOUND BY ITS TERMS AND SUBJECT TO ITS OBLIGATIONS.
- 11.4 No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.
- 11.5 This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any Party executing this Agreement by fax or Adobe Acrobat file shall, immediately following a request by any other Party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario).

IN WITNESS WHEREOF, and intending to be legally bound hereby, and further intending to bind its employees, contractors and agents, the parties hereto have executed this Agreement this ____ day of _____, 2020 in the City of Ottawa, in the Province of Ontario.

ECLIPSYS SOLUTIONS INC.

By: _____

Name:

Title:

By: _____

Name

Title:

SAMPLE