

Customer Information Policy

Effective Date: _____

Company: _____

Company Address: _____

This Policy is entered into by and between Bioenterprise and the Company on the Effective Date. Bioenterprise and the Company agree as follows:

1 Definitions

In this Policy the following terms shall have the following meanings:

- (a) **Authorized Copies:** one (1) archival copy or routine backups of electronic data of the Confidential Information;
- (b) **Bioenterprise:** Bioenterprise Corporation having offices at 200-120 Research Lane, Guelph, Ontario, Canada.
- (c) **Bioenterprise Stakeholder:** Bioenterprise's funding government Ministries and sponsors.
- (d) **Company:** the Company having offices at the address set out above;
- (e) **Confidential Information:** any confidential information (in whatever medium and however recorded, preserved or disclosed) disclosed by a Party or its Representatives to the other Party and its Representatives at any time including but not limited to:
 - (i) the fact that negotiations or discussions are taking place concerning the Purpose and the status of those negotiations or discussions;
 - (ii) information that is either specifically identified as confidential prior to or at the time of its disclosure or would reasonably be considered confidential in the industries in which the Disclosing Party operates, including information that is embedded in, or related to a Party's product, technology, or service or to the development, testing (including testing results), or commercial exploitation thereof;
 - (iii) information of a third party that is in the possession of one of the Parties and is identified as Confidential Information and disclosed to the other Party under this Policy;
 - (iv) the existence and terms of this Policy;

but not including information that:

- (v) is or becomes generally available to the public other than as a result of its disclosure (i) by the Recipient or its Representatives in breach of this Policy or (ii) which the Recipient knows (or ought reasonably to have known having made reasonable enquiry) to have been in breach of any other undertaking of confidentiality addressed to the Disclosing Party (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
- (vi) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party and continues to be held in accordance with the terms on which it was obtained; or
- (vii) is developed by the Recipient independently of the information disclosed by the Disclosing Party; or
- (viii) the Parties agree in writing is not confidential or may be disclosed;
- (f) **Disclosing Party:** a Party who discloses or makes available directly or indirectly information;
- (g) **Effective Date:** the date set out above;
- (h) **Notifying Party:** a Party that serves notice under this Policy;
- (i) **Party(ies):** Bioenterprise and Company are each a Party and together the Parties;
- (j) **Policy:** this Customer Information Policy;
- (k) **Purpose:** evaluating a business or contractual relationship between the Parties and, to the extent this Policy is incorporated by reference into any other policy or agreement between the Parties, achieving the objectives of that policy or agreement;
- (l) **Recipient:** a Party which receives or obtains directly or indirectly information; and
- (m) **Representative:** the Recipient's employees, agents, officers, and advisors.

2 Use

Except as specifically provided herein, Recipient shall hold Confidential Information of the Disclosing Party in strict confidence. Recipient shall use and reproduce the Confidential Information only to the extent reasonably required to fulfill the Purpose.

3 Disclosure

It shall not be a breach of the obligations of confidentiality if the Recipient provides access to Confidential Information to, and authorizes the use and reproduction of the Confidential Information by its Representatives who, in each case, need to know the Confidential Information for the Purpose, provided that Bioenterprise and the Company shall each remain liable for the failure of their respective Representatives to keep the Confidential Information in strict confidence. It shall also not be a breach of the obligations of confidentiality if Bioenterprise provides access to Confidential Information, and authorizes the use and reproduction of the Confidential Information by Bioenterprise Stakeholders who, in each case, need to know the Confidential Information for the purpose of keeping advised about the nature of Bioenterprise's activities and services. Recipient may also disclose Confidential Information if and only to the extent it is required to do so by any law, court or regulatory agency or authority, provided that Recipient gives the Disclosing Party sufficient notice to enable it to seek an order limiting or precluding such disclosure.

4 Reproduction

Recipient agrees that except to the extent that the Disclosing Party is expressly precluded by law from prohibiting Recipient from doing so, Recipient shall not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, convert into human readable form, or reverse engineer all, or any part, of any materials to which it is provided access by Disclosing Party.

5 Disclosure Period

This Policy is effective for an initial term of three (3) years from the Effective Date and shall automatically renew for successive one (1) year periods unless the Notifying Party notifies the other by not less than fifteen (15) days written notice of its decision to terminate this Policy.

6 Confidentiality Period

Notwithstanding clause 5, Recipient's duties with respect to Confidential Information under this Policy expire five (5) years from the date of its disclosure hereunder (except for trade secrets, which shall remain subject to the terms of this Policy for so long as they constitute trade secrets). For the purposes of this Policy, any source code and customer lists disclosed between the Parties is deemed to be trade secrets.

7 Standard of Care

Recipient shall use a reasonable degree of care to prevent the unauthorized use, reproduction or disclosure of the Confidential Information, which shall not be less than the degree of care Recipient uses to protect its own confidential information of a similar nature and which the Recipient warrants as providing adequate protection from unauthorized disclosure, copying or use.

8 Intellectual Property Rights, Warranties and Disclaimers

No license to a Party of any trademark, patent, copyright, or any other intellectual property right is either granted or implied by this Policy or any disclosure hereunder, including, but not limited to, any license to make, use, import or sell any product embodying any Confidential Information. The Disclosing Party gives no warranty, express or implied, in respect of the Confidential Information. The Disclosing Party accepts no responsibility for any expenses or losses incurred or actions undertaken by the Recipient as a result of the Recipient's receipt of the Confidential Information. The Disclosing Party does not warrant or represent that it will enter into any further contract with the Recipient.

9 No Agency

This Policy does not create any agency or partnership relationship between the Parties.

10 Entire Policy/Modifications

This Policy constitutes the entire Policy of the Parties with respect to the subject matter of this Policy and cancels and supersedes any prior discussions, correspondence, understandings, Polycys, or communication of any nature relating to the subject matter of this Policy. Notwithstanding the foregoing, any pre-existing non-disclosure Policy between the Parties shall not be superseded or replaced by this Policy unless the Parties expressly agree otherwise. No variation of this Policy shall be effective unless in writing and signed by an authorized signatory of each of the Parties.

11 Feedback

Each Party may from time to time provide to the other Party feedback or suggestions regarding the technology or Confidential Information of the other Party, which may include suggestions for, or feedback concerning, improvements, modifications, corrections, enhancements, derivatives or extensions, as well as branding ideas ("Feedback"). It is agreed that each Party receiving such Feedback shall have a perpetual, royalty free, exclusive, and transferable license to use such Feedback, without any obligation to compensate the Party providing the Feedback or their personnel. The Party receiving Feedback may develop technology, modifications, correction, enhancements, derivatives or extensions (Improvements), and further may also develop branding elements, based on such Feedback, and such Improvements and branding elements, and any intellectual property rights therein, as well as any related intellectual property registrations, shall be owned exclusively by the Party receiving the Feedback. The Party providing Feedback agrees to sign such further documents as may be required reasonably to confirm such ownership by the Party receiving Feedback.

Initial

12 Notices

In the case where the Notifying Party is the Company, such notice shall be served in writing to the notice shall be served in writing upon any director or officer of Bioenterprise, and where the Notifying Party is Bioenterprise, notice shall be served in writing upon any director or officer of the Company.

13 Assignment

This Policy may not be assigned in whole or in part by a Party without the other Party's express prior written authorisation. Subject to the foregoing, this Policy shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

14 Remedies

Without prejudice to any other rights and remedies that the Disclosing Party may have, the Recipient agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Recipient of this Policy. The Recipient agrees that the Disclosing Party will be entitled without proof of special damages to seek the remedies of an injunction and other equitable relief for any actual or threatened breach by the Recipient of this Policy.

15 Waiver

No failure or delay by any Party to exercise any right, power, or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

16 Counterparts

This Policy may be signed in two or more counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this Policy and transmission by facsimile or electronic document transfer will be acceptable and binding upon the Parties hereto.

17 Return of Confidential Information

At the Disclosing Party's request at any time, the Recipient shall, except for Authorized Copies, promptly return or destroy all Confidential Information received from the Disclosing Party (including, without limitation, any summaries of orally disclosed information and all copies thereof in its possession or control and/or in the possession or control of its Representatives). The Parties agree that the Authorized Copies shall continue to constitute Confidential Information of the Disclosing Party and Recipient specifically agrees to cease any further use of the Authorized Copies for so long as they are retained by the Recipient.

18 Severability

To the extent any section, clause, provision or sentence or part thereof ("Part") of this Policy is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (i) the legality, validity or enforceability of the remaining Parts of this Policy; or (ii) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Policy valid and enforceable.

19 Governing Law

This Policy shall be governed by and construed under the laws of the Province of Ontario, Canada. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts of the Province of Ontario, Canada. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Policy.

Bioenterprise Corporation

● **Company:**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____