



MUTUAL CONFIDENTIALITY AGREEMENT (Canada)

This Mutual Confidentiality Agreement (the “Agreement”) is entered into as of [DATE] between Cues Canada Inc., with offices at 1040 Stacey Court, Mississauga, Ontario, Canada and [COUNTERPARTY NAME AND ADDRESS].

Each Party, in its capacity as the disclosing party (“Discloser”), is willing to provide Confidential Information (as defined below) to the other party, as the receiving party (“Recipient”), for the purpose of [DESCRIBE SPECIFIC PURPOSE and/or include “considering possible business opportunities between the Parties and facilitating any resulting commercial transactions] (the “Purpose”). As a condition to such Confidential Information being furnished to each party in its capacity as Recipient, the Parties agree to the following terms:

1. Confidential Information. “Confidential Information” means any and all non-public, confidential or proprietary information of Discloser, whether of a technical, business, or other nature, including, without limitation: (a) business affairs, customer information, supplier information, products, services, sales and other financial information, pricing, inventions, concepts, reports, studies, works-in-progress, prototypes, processes, procedures, techniques, methods, formulas, devices, computer software, source code, object code, flow charts, blueprints, schematics, maps, diagrams, databases, test or operating data, maintenance records specifications, prototypes, samples, designs, drawings, work product, plans, software, research, development, trade secrets, and know-how; (b) notes, analyses, or other documents based on information furnished; (c) other information, whether similar or dissimilar, and whether or not patentable or copyrightable, including information in preliminary or draft form; and (d) all information concerning the existence and progress of the Parties’ dealings, including the fact that the Parties are discussing or negotiating with respect to the Purpose.

2. Exclusions from Confidential Information. “Confidential Information” does not include information that (a) is or becomes publically available without breach of this Agreement; (b) can be shown by documentation to have been known by Recipient prior to being furnished; (c) becomes available to Recipient on a non-confidential basis from a source other than Discloser, provided that such source is not known by Recipient to be bound by any obligation of confidentiality with respect to such information; (d) can be shown by documentation to have been independently developed by Recipient without reference to the Confidential Information; or (e) is approved, in writing, for release by Discloser.

3. Disclosure and Use. Recipient shall solely use Confidential Information for the Purpose. Recipient shall not disclose Confidential Information without Discloser’s prior written consent; provided however, Recipient may disclose Confidential Information to employees, officers, directors, affiliates, subsidiaries, representatives, and advisors (attorneys, accountants, and consultants) (collectively, “Representatives”) who need to know such Confidential Information to assist Recipient with the Purpose and who agree to be bound by the terms of this Agreement or have a similar agreement in place with Recipient. Recipient shall be liable for any use or disclosure of Confidential Information by its Representatives prohibited by the Agreement. Recipient shall use the same efforts to protect the confidentiality of the Confidential Information as it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

4. Term. This Agreement shall terminate five (5) years from the later of (a) the date of this Agreement, or (b) the termination of any resulting business relationship between the Parties, notwithstanding the return or destruction of Confidential Information.

5. Required Disclosure. If a Recipient becomes legally obligated or compelled to disclose the Discloser's Confidential Information, Recipient shall provide prompt written notice to allow Discloser to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event Discloser does not obtain protective order or other remedy, or does not provide a waiver to Recipient, Recipient may disclose only that portion of the Confidential Information that its counsel advises is legally required to be disclosed.

6. Return of Confidential Information. Upon the termination of this Agreement or at any time upon the written request of Discloser, Recipient shall promptly deliver to Discloser, destroy, and/or fully delete all Confidential Information of Discloser in its possession or in the possession of its Representatives; provided, however, that Recipient may retain necessary copies of the Confidential Information for archival purposes, including those on disaster recovery and/or information technology backup systems (which copies will be destroyed upon the normal expiration of Recipient's backup files). Upon Discloser's request, Recipient shall provide Discloser with a certificate confirming such destruction.

7. Remedies. The Parties agree that breaching this Agreement could cause irreparable harm for which money damages may be difficult to ascertain or insufficient and therefore, agree that each Party will have the right, in addition to other rights and remedies, to seek and obtain equitable relief, including injunction and specific performance, as a remedy for any such breach.

8. No Warranties. Confidential Information is provided strictly on an "as is" basis without any warranty or guarantee as to its accuracy, completeness or utility, and Discloser expressly disclaims any and all warranties, express or implied, regarding the Confidential Information.

9. No Transfer of Rights, Title, or Interest. Each Party retains all rights, title, and interest, including intellectual property and other proprietary rights, in and to all of its Confidential Information. In no event will use of the Confidential Information by Recipient result in any copyright or other intellectual property right in such materials.

10. Compliance with Laws. Each Party agrees to comply with all applicable laws, orders, regulations, and other requirements of governmental authorities having jurisdiction, including, without limitation, all export or re-export restrictions applicable to any Confidential Information or the direct products of such Confidential Information, and all Canada and U.S. securities laws, including those prohibiting persons with material, nonpublic information of a company from purchasing or selling securities of that company.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles. Each Party irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario, sitting in Toronto, in respect of any such dispute, controversy or claim. Each Party waives any objection to the venue of any legal proceeding in the Province of Ontario and agrees not to plead or claim in any such court that such proceeding has been brought in an inconvenient forum.

12. Miscellaneous. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings between the

parties regarding the subject matter hereof. This Agreement does not create a joint venture, partnership, or obligation to form such entity. Neither Party will have any obligation to enter into or consummate any business transaction unless and until the Parties have executed and delivered a definitive written agreement with respect to such transaction, which this agreement is not, and then only on the terms and conditions contained in such definitive agreement. Each Party will act as an independent party and not as an agent of the other, and neither Party will have the authority to bind the other. This Agreement may only be amended, modified, or waived by an agreement in writing signed by each Party.

13. **LANGUAGE.** The parties have expressly requested and required that this Agreement and all related documents be drawn up in the English language. *Les parties ont expressément demandé et exigé que les présentes conditions et tous les documents qui s'y rapportent soient rédigés en anglais.*

CUES Canada Inc.

[COUNTERPARTY NAME AND ADDRESS].

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____