

# **NON-DISCLOSURE AGREEMENT (NDA)**

This **Non-Disclosure Agreement** (“**Agreement**”) is made and entered into as of the date of first disclosure of Confidential Information (the “**Effective Date**”):

## **PARTIES**

**Credium Group Inc.**, a corporation duly incorporated under the laws of Canada, having its principal place of business at **9131 Keele St, Suite A4, Vaughan, Ontario, Canada L4K 0G7**  
(“**Company**,” “**Disclosing Party**,” “**we**,” “**us**,” or “**our**”)

## **AND**

**The receiving party**, whether an individual or legal entity, including but not limited to a client, contractor, consultant, collaborator, service provider, or partner (“**Recipient**,” “**Receiving Party**,” “**you**,” or “**your**”).

The Company and the Recipient may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

## **RECITALS**

**WHEREAS**, the Company is engaged in digital education, marketing, consulting, and related business activities and possesses certain proprietary, confidential, and commercially sensitive information;

**WHEREAS**, in connection with discussions, evaluations, services, collaborations, or other business relationships, the Company may disclose certain Confidential Information to the Recipient;

**WHEREAS**, the Company desires to protect such Confidential Information from unauthorized use or disclosure;

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, the Parties agree as follows:

## **1. PURPOSE OF DISCLOSURE**

The Company may disclose Confidential Information to the Recipient solely for the purpose of evaluating, performing, or facilitating a current or prospective business relationship, engagement, or service involving the Company (the “**Purpose**”).

The Recipient shall use the Confidential Information **strictly and exclusively** for the Purpose and for no other purpose whatsoever.

## **2. DEFINITIONS AND INTERPRETATION**

### **2.1 Confidential Information**

“**Confidential Information**” means any non-public, proprietary, confidential, or sensitive information disclosed by or on behalf of the Company to the Recipient, whether disclosed orally, visually, electronically, digitally, or in writing, including but not limited to:

- Business plans, strategies, models, methodologies, processes, workflows, and know-how;
- Marketing strategies, funnels, campaigns, analytics, performance data, and advertising materials;

- Educational programs, training materials, course content, videos, documents, templates, and curricula;
- Client, user, lead, prospect, subscriber, or customer data;
- Pricing structures, financial information, revenue models, forecasts, and budgets;
- Software, systems, platforms, tools, source code, scripts, automations, databases, and integrations;
- Trade secrets, inventions, proprietary concepts, and intellectual property;
- Any information designated as confidential or which a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

## **2.2 Excluded Information**

Confidential Information **does not include** information that the Recipient can demonstrate by competent written evidence:

- a) is or becomes publicly available without breach of this Agreement;
- b) was lawfully known to the Recipient prior to disclosure;
- c) is independently developed without use of or reference to Confidential Information; or
- d) is required to be disclosed by law, subject to Section 7.

## **2.3 Interpretation**

Headings are for convenience only and shall not affect interpretation.

“Including” means “including without limitation.”

Singular includes plural and vice versa.

### 3. CONFIDENTIALITY OBLIGATIONS

The Recipient shall:

- a) maintain all Confidential Information in **strict confidence**;
- b) exercise at least the same degree of care as it uses to protect its own confidential information, but not less than a reasonable standard of care;
- c) restrict access to Confidential Information to those persons who have a strict need to know for the Purpose and who are bound by confidentiality obligations no less protective than this Agreement;
- d) not disclose Confidential Information to any third party without the Company's prior written consent.

### 4. RESTRICTIONS ON USE

The Recipient shall **not**, whether directly or indirectly, and whether for its own benefit or for the benefit of any third party:

- copy, reproduce, record, summarize, modify, translate, adapt, distribute, publish, transmit, upload, disclose, display, license, sell, assign, sublicense, or otherwise exploit any Confidential Information, in whole or in part;
- reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code, structure, underlying ideas, algorithms, methodologies, or concepts embodied in any Confidential Information, or use Confidential Information to develop, improve, or assist in the creation of competing or substantially similar products, services, platforms, content, or offerings;

- use Confidential Information for any competitive, commercial, personal, unlawful, or unauthorized purpose, or in any manner inconsistent with the Purpose or the express terms of this Agreement.

The Recipient shall ensure that any person to whom access to Confidential Information is permitted strictly complies with the restrictions set forth in this Section, and the Recipient shall remain fully responsible for any breach by such persons.

## **5. OWNERSHIP AND NO LICENSE**

All Confidential Information, together with all intellectual property and proprietary rights therein, shall at all times remain the **sole and exclusive property of the Company**.

Nothing contained in this Agreement, nor any disclosure of Confidential Information, shall be construed as granting to the Recipient any right, title, interest, license, or other permission, whether express, implied, by estoppel, or otherwise, with respect to any Confidential Information, intellectual property, trade secret, or proprietary right of the Company.

All rights not expressly granted are hereby expressly reserved by the Company.

## **6. RETURN OR DESTRUCTION OF INFORMATION**

Upon the earlier of (i) the Company's written request or (ii) the termination or conclusion of discussions, engagement, or relationship between the Parties for any reason, the Recipient shall promptly, and in no event later than a reasonable period specified by the Company:

- return to the Company, or permanently and irreversibly destroy, all Confidential Information in the Recipient's possession, custody, or control, including all copies, extracts, summaries, notes, or derivative materials, whether in physical, electronic, or other form; and
- upon the Company's request, provide a written certification, executed by an authorized representative of the Recipient, confirming such return or destruction and compliance with this Section.

The Recipient shall not retain any Confidential Information in any form, except to the extent required by applicable law, in which case such retained information shall remain subject to this Agreement.

## **7. LEGALLY REQUIRED DISCLOSURE**

If the Recipient is required by applicable law, regulation, court order, or governmental authority to disclose any Confidential Information, the Recipient shall, to the fullest extent permitted by law:

- a) provide the Company with prompt written notice of such requirement, sufficient to allow the Company an opportunity to seek a protective order or other appropriate remedy;
- b) disclose only that portion of the Confidential Information that the Recipient is legally required to disclose; and
- c) cooperate fully, at the Company's reasonable expense, with the Company's efforts to obtain confidential treatment or to limit the scope of such disclosure.

Any Confidential Information disclosed pursuant to this Section shall remain Confidential Information for all other purposes to the extent permitted by law.

## 8. TERM AND SURVIVAL

This Agreement shall become effective as of the **Effective Date** and shall remain in full force and effect **indefinitely**, unless expressly terminated in writing by the Company.

Notwithstanding any termination or expiration of this Agreement or of any relationship between the Parties, all obligations relating to confidentiality, non-use, ownership, return or destruction of information, remedies, and any other provisions which by their nature are intended to survive shall **survive indefinitely** and remain enforceable to the maximum extent permitted by law.

## 9. REMEDIES

The Recipient expressly acknowledges and agrees that any actual or threatened breach of this Agreement, including the unauthorized use or disclosure of Confidential Information, may cause **immediate and irreparable harm** to the Company for which monetary damages alone may be an inadequate remedy.

Accordingly, in the event of any such breach or threatened breach, the Company shall be entitled, in addition to any other rights or remedies available at law or in equity, to:

- seek and obtain **injunctive relief**, specific performance, or other equitable relief to prevent or curtail such breach, **without the necessity of proving actual damages**;
- recover all **damages**, losses, costs, and expenses incurred as a result of the breach, including consequential and indirect damages to the extent permitted by law;

- pursue any other remedy available under applicable law or equity.

The Recipient further agrees that the Company shall not be required to post any bond, security, or other undertaking as a condition to obtaining injunctive or equitable relief.

## **10. NO OBLIGATION TO PROCEED**

Nothing in this Agreement, nor the disclosure of any Confidential Information, shall be construed as:

- creating any obligation on either Party to enter into any further agreement, transaction, or business relationship;
- requiring either Party to proceed with, continue, or consummate any proposed engagement, collaboration, or commercial arrangement; or
- limiting either Party's right to terminate discussions or negotiations at any time, for any reason or no reason, subject only to the confidentiality obligations set forth herein.

## **11. GOVERNING LAW AND JURISDICTION**

This Agreement, and any dispute, claim, or controversy arising out of or relating to this Agreement, its subject matter, formation, interpretation, performance, breach, or enforcement, shall be governed exclusively by and construed in accordance with the **laws of the Province of Ontario, Canada**, without regard to any conflict-of-laws or choice-of-law principles.

The Recipient irrevocably agrees that the **courts located in Toronto, Ontario**, shall have exclusive jurisdiction over any such dispute and hereby waives any objection based on venue, forum non conveniens, or lack of personal jurisdiction.



## 12. LANGUAGE

The **English language version** of this Agreement shall be the **sole, controlling, and legally binding version** for all purposes, including interpretation, enforcement, and dispute resolution.

Any translation of this Agreement into another language is provided strictly for convenience and informational purposes only and shall have **no legal force or effect**. In the event of any inconsistency, discrepancy, or dispute arising from a translation, the English version shall prevail in all respects.

## 13. ENTIRE AGREEMENT; PREVAILING AGREEMENTS

This Agreement constitutes the **entire agreement** between the Parties with respect to the subject matter hereof and **supersedes and replaces** all prior or contemporaneous agreements, understandings, negotiations, representations, or communications, whether written or oral, relating to confidentiality or the protection of Confidential Information.

Notwithstanding the foregoing, if the Parties have entered into a separate written agreement that **expressly and unequivocally states** that it prevails over this Agreement, such separate agreement shall govern **only to the extent of the specific conflict or inconsistency**, and this Agreement shall remain in full force and effect in all other respects.

No waiver, modification, or amendment of this Agreement shall be effective unless made in writing and executed by an authorized representative of the Company.

## 14. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, such provision shall be **severed or modified to the minimum extent necessary** to render it enforceable, consistent with the Parties' original intent.

The validity, legality, and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.

## **15. EXECUTION**

This Agreement may be executed in **counterparts**, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Execution and delivery of this Agreement by **electronic means**, including electronic signatures, scanned copies, or acceptance through electronic platforms, shall be deemed valid, binding, and enforceable to the fullest extent permitted by applicable law.