

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure and Non-Circumvention Agreement (the “Agreement”) is entered into as of the date the Receiving Party agrees to the terms electronically (the “Effective Date”), by and between:

LoanEx Corp.

330 Bay St., Suite 1400,
Toronto, ON M5H 2S8,
(the “Disclosing Party”),

and the individual or entity agreeing to this Agreement electronically (the “Receiving Party”).

1. Definitions

1.1 Confidential Information: Any information, whether oral, written, electronic, or in any other form, disclosed by the Disclosing Party to the Receiving Party, including, but not limited to, business plans, financial data, marketing strategies, client and customer lists, proprietary technology, and trade secrets. Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the Receiving Party;
- (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party;
- (c) is disclosed to the Receiving Party by a third party without breach of any obligation of confidentiality;
- (d) is independently developed by the Receiving Party without use of the Confidential Information.

1.2 Business Opportunities: Any opportunity relating to potential clients, partnerships, or business transactions involving the Disclosing Party, including but not limited to contacts, contracts, and negotiations.

2. Non-Disclosure Obligations

2.1 The Receiving Party agrees to keep the Confidential Information confidential and will not disclose, use, copy, or otherwise disseminate such information, except for the Purpose.

2.2 The Receiving Party may disclose the Confidential Information only to its employees, agents, or advisors who need to know the information to accomplish the Purpose, provided such individuals are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

2.3 The Receiving Party agrees to take all necessary precautions, including appropriate physical, technical, and administrative safeguards, to protect the Confidential Information from unauthorized disclosure.

3. Non-Circumvention Obligations

3.1 The Receiving Party agrees not to attempt to circumvent, bypass, avoid, or obviate the Disclosing Party's rights and interests by directly or indirectly engaging in any dealings or transactions with any clients, suppliers, agents, or other business contacts introduced by the Disclosing Party, without the express written consent of the Disclosing Party.

3.2 The Receiving Party acknowledges that any circumvention or attempt to circumvent the business relationships of the Disclosing Party would result in substantial harm to the Disclosing Party and agrees that it will not, for a period of two (2) years from the Effective Date, engage in any such activities.

4. Term and Termination

4.1 This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless extended by mutual written agreement of the parties.

4.2 The obligations under this Agreement shall survive the termination of the Agreement with respect to any Confidential Information or Business Opportunities disclosed during the term of the Agreement.

5. No License

5.1 Nothing in this Agreement shall be construed as granting any license or other rights under any patent, copyright, trademark, or other intellectual property rights of the Disclosing Party, except as expressly stated in this Agreement.

6. Return or Destruction of Materials

6.1 Upon the request of the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including copies, and shall certify such destruction to the Disclosing Party.

7. Remedies

7.1 The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may not be an adequate remedy. In the event of such a breach, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies, in addition to any other legal remedies available under Ontario law.

8. No Waiver

8.1 The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

9. Severability

9.1 If any provision of this Agreement is held to be invalid or unenforceable under Ontario law, the remaining provisions shall remain in full force and effect.

10. Governing Law

10.1 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.

11. Entire Agreement

11.1 This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

Acknowledgment and Acceptance

By clicking "Agree," you confirm that you have read, understood, and accepted the terms of this Non-Disclosure and Non-Circumvention Agreement.