

CONFIDENTIALITY AGREEMENT

This agreement is legally binding and establishes a confidential relationship, between the OCRC and the party agreeing to its terms (the “Receiving Party” or “Researcher”), that ensures all information obtained by the Receiving Party will be kept confidential. Please review the Confidentiality Agreement and accept the terms and conditions by checking the acknowledgement box located at the bottom of the page and click submit in order to proceed.

- **Legal Entity Name***
The legal entity name of the Researcher. Please add consumer-facing name in brackets if different from legal entity name.
- **Research Licence #***
Health Canada research licence number

CONFIDENTIALITY AGREEMENT

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This confidentiality agreement (this “**Agreement**”) contains the terms and conditions under which the Receiving Party (hereafter referred to as, the “**Researcher**”) agrees to be bound prior to engaging in discussions with Ontario Cannabis Retail Corporation (“**OCRC**”) with respect to the purchase of cannabis products from the OCRC by the Researcher in accordance with a valid Health Canada research licence (collectively, the “**Purchase**”).

Upon acceptance by Researcher of the terms and conditions of this Agreement, OCRC will provide Researcher with certain Information (as hereinafter defined) belonging to it.

Definitions:

(a) “**Information**” shall mean any and all information (whether or not marked as “confidential” or “proprietary”) provided at any time and in any form, directly or indirectly, by or on behalf of OCRC to Researcher in connection with the Purchase, and includes, without limitation: (a) information related to the business affairs, suppliers or customers of OCRC; (b) information related to the products or services supplied by third parties to OCRC; (c) financial or accounting information; (d) market-related information, including strategic and market-research data, strategies or techniques, pricing, product positioning, differentiation or clinical data; (e) data related to computer software, hardware or other equipment; (f) proprietary information derived from rights under patent law, copyright law (and moral rights), trade-mark law,

industrial design law, semiconductor chip or mask work law, trade secret law, privacy law, or any other statutory provision or common law principle applicable to each Purchase which may provide a right in: (1) ideas, formulae, processes, enzymes, assays, samples, algorithms, concepts, discoveries, inventions, applications, registrations, technologies, software, data compilations, drawings, specifications, confidential business information, procedures or know-how generally, including without limitation, trade secrets; or (2) the expression thereof; (g) this Agreement or information pertaining to the Purchase; (h) Personal Information; and (i) any other information that would reasonably be considered to be of a confidential or proprietary nature.

(b) **“Personal Information”** shall mean any and all information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including, without limitation, OCRC’s employee information.

Use of Information: Researcher agrees to use the Information furnished to it only as reasonably required for the purposes of discussing, investigating and evaluating the Purchase and for no other purpose, whether directly or indirectly.

Non-Disclosure: Researcher agrees to: (a) employ adequate safeguards to keep the Information strictly confidential, such efforts to be no less than efforts taken to prevent disclosure of its own confidential or proprietary information of like significance; and (b) ensure the Information is not directly or indirectly: (i) disclosed, in whole or in part, to any other person, except as expressly permitted herein or upon the prior written approval of OCRC, (ii) used, copied, duplicated, reproduced, exploited or further developed, in any form in whole or in part, except as expressly permitted herein, (iii) sold, assigned, sublicensed, parted with or otherwise transferred or disposed of, and (iv) contracted, incurred or suffered to have exist any claim, lien, charge or other encumbrance without the prior written approval of OCRC. Without limiting the generality of the foregoing, Researcher may disclose the Information to its affiliates, employees, contractors, agents and advisors only on a “need-to-know” basis and provided that, prior to such disclosure: (A) such persons are bound in writing by an obligation of confidentiality to Researcher corresponding in all material respects to the obligations of Researcher under this Agreement; and (B) Researcher adequately advises such persons of their obligations under this Agreement. If Researcher discovers that it has lost any Information it shall immediately notify in writing OCRC.

Exceptions: The obligations of Researcher under this Agreement shall not apply to Information which Researcher can clearly demonstrate: (a) at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of Researcher, whether through breach of this Agreement or otherwise; (b) subsequent to disclosure, is lawfully obtained from a third party which, to Researcher’s knowledge, has the lawful right to disclose such Information and who is not in violation of any contractual, legal, or fiduciary obligation to OCRC with respect to such information; (c) prior to disclosure by OCRC, was already in the possession of Researcher, as evidenced by written records kept by Researcher in the ordinary course of its business, or as evidenced by proof of actual prior use by Researcher; (d) is independently developed by Researcher, by persons having no direct or indirect

access to the Information provided that Researcher provides clear and convincing evidence of such independent development; or (e) is required to be disclosed by law or judicial order, provided that prior to disclosing any Information, Researcher shall notify and cooperate with OCRC to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Information subject of any such required disclosure.

Injunctive Relief: In the event of a breach or threatened breach of this Agreement by Researcher, Researcher agrees that, in addition to any remedy at law that OCRC may have for damages, OCRC shall be entitled to temporary and permanent injunctive relief prohibiting any and all use and disclosure of Information and such injunctive relief shall not limit any other remedies which OCRC may have as a result of a breach of the covenants contained herein.

Return of Information: Researcher agrees that OCRC shall have the right to demand at any time the immediate return of the Information and any and all copies thereof, if any, in the possession of Researcher and Researcher shall forthwith return the same. In the event that Researcher determines that it does not wish to pursue any further discussions, investigations and evaluations or enter into further business arrangements with OCRC in connection with the Purchase, it will promptly inform OCRC of that decision. The return of such Information shall in no event relieve Researcher of its obligations of confidentiality set out in this Agreement with respect to such returned Information.

Public Notices: The Researcher shall not (orally or in writing) publicly disclose, issue any filing or press release or make or cause to be made any other similar public announcement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior approval of OCRC (which will not be unreasonably withheld).

Term: This Agreement shall expire on the date that is five years after the date hereof.

Liability: OCRC makes no representation or warranty in relation to any of the Information, its adequacy, accuracy, or suitability for any purpose, and OCRC shall not be liable to Researcher for any loss or damage arising from the use of the Information howsoever caused. Researcher shall indemnify and hold OCRC and its affiliates and their respective directors, officers, employees and agents harmless from all loss, damage, injury or liability suffered by same, including reasonable legal fees, arising from, directly or indirectly related to, the improper disclosure, use or handling of the Information by Researcher or any other affiliates, employees, contractors, agents and advisors of Researcher.

Ownership of Information: This Agreement does not grant to Researcher any rights under any patent, trademark, copyright, or any other proprietary right in or to the Information except as specifically set forth in this Agreement. The Researcher acknowledges that ownership of the Information shall at all times remain with OCRC. The Researcher agrees not to remove any copyright, confidentiality or proprietary mark or notice from the Information.

General: The provisions of this Agreement shall be binding upon the Researcher and its permitted successors and assigns. This Agreement shall be interpreted and governed exclusively by the laws of the Province of Ontario and the laws of Canada applicable therein. The Researcher hereby submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario. Failure to insist upon strict adherence to any term of this Agreement on any occasion or the waiver of a breach of this Agreement in any instance shall not deprive OCRC of the right thereafter to insist on strict adherence to that term or any other term in this Agreement or be construed as a waiver of any subsequent breach, whether or not similar. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement which shall remain in full force and effect. No modification or change to this Agreement shall be valid unless made in writing and signed by Researcher and OCRC. The acknowledgment of this Agreement does not in any way constitute a binding commitment on the part of either the Researcher or OCRC to enter into or complete negotiations or any transaction with each other. This Agreement constitutes the entire agreement between the Researcher and OCRC with respect to the Purchase and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written. The Researcher shall at, its own expense and upon the request of OCRC, promptly execute and deliver all such further acknowledgements, consents, assurances and other documents, and promptly do, or cause to be done, all such further acts and things as OCRC may reasonably request in order fully to effect the purposes of this Agreement.

- Acknowledgement Box*

BY CLICKING THE ACKNOWLEDGEMENT BOX, YOU ARE INDICATING THAT 1) YOU HAVE AUTHORITY TO BIND THE RESEARCHER, AND 2) THE RESEARCHER ACCEPTS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN.