



Straight talk.
Smart, sophisticated web solutions.
And a process that will leave you smiling.

Title: CD CREATIVE SOLUTIONS SRL NDA

Delivered on: November 16, 2023

Submitted by: Jeremy Haber, Simplistics Web Design Inc.

Non-Disclosure Agreement

WHEREAS Simplistics Web Design Inc. (the “**Corporation**”) and CD CREATIVE SOLUTIONS SRL (the “**Recipient**”) are currently engaged in discussions with respect to the following subject matter (the “**Subject Matter**”):

- Simplistics and confidential client information

AND WHEREAS the Corporation and Recipient expect that such discussions will involve the disclosure of confidential and proprietary information of the Corporation.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows;

1. Confidential Information

“**Confidential Information**” means any information in any form, technical data, or know-how concerning the Corporation, including, but not limited to, that which relates to research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, and includes the existence of ongoing discussions between the parties.

Confidential Information does not include that information defined as Confidential Information which Recipient can conclusively establish (i) was in the possession of Recipient without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure became part of the public domain without the act or omission of Recipient; (iii) was disclosed to Recipient by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by Recipient without use or reliance upon the Confidential Information.

2. Restrictions

(a) Recipient covenants that it will not at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information to any person or entity without the prior written approval of the Corporation, or use any such Confidential Information for any purpose, other than for the specific purpose of the Subject Matter, unless specifically pre-approved in writing by the Corporation. However, Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that: Recipient has obtained a written opinion from its legal advisor in its capacity of advising Recipient in such matters; Recipient uses all legitimate and legal means available to minimize the disclosure to third parties; the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of Recipient or other litigating parties; and Recipient gives the Corporation reasonable notice (which shall be no less than ten (10) days notice) prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Recipient shall maintain the confidential nature of the Confidential Information in its possession by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure, which shall be no less than those efforts made by Recipient to protect its own confidential information. Recipient may disclose Confidential Information only to its employees and consultants who have a 'need-to-know' for the purposes of the Subject Matter. Recipient shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of this Agreement.

(c) Recipient shall not record, make notes of, copy or reproduce the Confidential Information by any means without the written permission of the Corporation except as necessary to carry out the purpose of the Subject Matter. All copies, records, notes or reproductions, in whole or in part, shall contain notices identifying them as containing the Confidential Information of the Corporation and shall be protected from unauthorized disclosure or access. Recipient agrees to segregate all Confidential Information of the Corporation from the confidential materials of others in order to prevent commingling.

(d) Recipient shall not reverse engineer, decompile or disassemble any software or intellectual property of the Corporation which is Confidential Information or permit or encourage any third party to do so.

3. Rights and Remedies

(a) Recipient acknowledges and agrees that all Confidential Information and all worldwide right, title, and interest whatsoever therein and thereto, both legal and equitable shall belong to and shall remain the sole and exclusive property of the Corporation. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, including without limitation any trademark, patent, copyright or other intellectual or industrial property right or license.

(b) Recipient agrees to return all originals, copies, reproductions and summaries of Confidential Information at the Corporation's request or, at the Corporation's option, certify destruction of the same.

(c) Recipient agrees to notify the Corporation immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or breach of this Agreement.

(d) Recipient acknowledges that any breach of the terms and conditions of this Agreement by it would result in significant damage to the Corporation, not completely compensable monetarily, and agrees that the Corporation shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction in the event of the breach or threatened breach of any of the terms of this Agreement. Recipient shall not oppose any such application on the basis that damages would be a satisfactory or sufficient remedy.

4. Ownership

Recipient acknowledges and agrees that all Confidential Information is the sole and exclusive property of the Corporation or its licensors regardless of whether any of the Confidential Information came into being before or after the execution of this Agreement, and also that all right, title and interest in and to such Confidential Information, and any portion thereof, will

be and remain vested in the Corporation or its licensors except for the limited right to use it in accordance with this Agreement for the Subject Matter.

5. Miscellaneous

(a) Recipient agrees that Confidential Information under this Agreement, is provided “as is” without warranty of any kind; may contain bugs, errors and other problems that could cause system failures; and that the use of such Confidential Information is entirely at Recipient’s risk. Recipient acknowledges that neither the Corporation nor its suppliers shall be liable for any damages whatsoever (including without limitation, direct, indirect, incidental, consequential, or punitive damages of any nature or kind including loss of profits, or losses of third parties of any nature or kind) relating to Recipient’s use of or reliance upon the Confidential Information.

(b) If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such term shall be deemed severed from this Agreement and the remaining terms shall remain in full force and effect.

(c) This Agreement supercedes any and all prior arrangements, whether oral or written, express or implied, arising by statute, operation of law, usage of trade, course of dealing or otherwise with respect to the Confidential Information.

(d) This Agreement is non-transferable and may not be assigned or transferred in whole or in part. This Agreement shall enure to the benefit of the parties hereto as well as their successors and permitted assigns.

(e) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Recipient hereby attorns to the jurisdiction of the courts of the Province of Ontario and agrees not to oppose any action brought in Ontario on the basis that the courts of Ontario are not an appropriate or convenient forum for same.

(f) This Agreement is executed effective as of the date and year written below and may be executed in counterparts, each of which will constitute an original and all of which \taken together will constitute one and the same instrument.

IN WITNESS WHEREOF Recipient by its authorized signing authority has executed this Agreement as of the date written below.

CD CREATIVE SOLUTIONS SRL		Simplistics Web Design Inc.	
Name		Name	
Date		Date	
Signature		Signature	