APPENDIX C: CONFIDENTIALITY AGREEMENT

This mutual non-disclosure agreement (the “**Agreement**”) ismade as of the Click or tap here to enter text.day of Click or tap here to enter text., Click or tap here to enter text. (the “**Effective Date**”) between **[insert Company]** (the “**Company**”), RLG Systems Canada Inc. (“**RLG**”) and Circular Materials (“**Circular Materials**” and with the Company and RLG, the “**Parties**” and each a “**Party**”) in respect of the contemplated exchange of Confidential Information (as defined below) in connection with Request for Proposals Number 2023-09 (“**RFP**”).

In consideration of and as a condition to the disclosure and receipt of Confidential Information (as defined below), the Company, RLG and Circular Materials agree as follows:

1. Confidential Information. As it is used in this Agreement, subject to Section 2, the term “**Confidential Information**” shall include (a) the fact that the Parties are considering entering into, or have had, discussions and negotiations in connection with the RFP process or the status thereof; (b) the fact that Confidential Information has been received from a Party; and (c) all information, materials and documents that are non-public, confidential or proprietary in nature and that are directly or indirectly disclosed by a Party (“**Disclosing Party**”) to another Party (“**Receiving Party**”) whether in written, oral, electronic or other form, including, without limitation, such information, materials and documents relating to the actual or prospective business of the Disclosing Party or its affiliates, including information in respect of the Disclosing Party’s and/or its members’ or clients’ or customers’ operations, plans, projects, business and marketing strategies, proprietary technologies and all financial, production, scientific and technical data, methodology, techniques and information, and all analyses, compilations, data, studies, notes, memoranda, reports or other documents prepared by, or for, the Receiving Party, or any of its directors, officers, employees, agents, consultants or representatives, including, without limitation, legal and financial advisors (collectively, its "Representatives"), containing or based upon, in whole or in part, any such furnished information, materials and documents.

2. Exceptions. Notwithstanding any other provision of this Agreement, Confidential Information shall not include: (a) information in the public domain or that becomes part of the public domain other than through an act or omission of the Receiving Party or its Representatives; (b) information that is received lawfully and in good faith by the Receiving Party from a third party who was not under a contractual, legal or fiduciary obligation not to disclose the information; and (c) information independently developed by the Receiving Party without using any Confidential Information.

3. Acknowledgment. The Receiving Party acknowledges and agrees that the Confidential Information is proprietary to and a valuable asset of the Disclosing Party and all rights, title and interest in and to the Confidential Information are and remain vested in the Disclosing Party. The Receiving Party agrees that it shall not claim to have any right, title or ownership in the Confidential Information or any discoveries or inventions based on or derived from the Confidential Information. The Disclosing Party makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information. The Disclosing Party disclaims any and all liability to the Receiving Party or any other individual, corporation, partnership or other entity that may be based upon or relate to the use of the Confidential Information or any errors or omissions from the Confidential Information. Except as provided for in this Agreement, no Party has an obligation under this Agreement to enter into any other agreement.

4. Term. The Receiving Party agrees that it will hold all Confidential Information in confidence and in compliance with the terms of this Agreement from the Effective Date and until five (5) years thereafter.

5. Responsibility for Representatives. Subject to Section 8, the Receiving Party will protect the confidentiality of the Confidential Information and will not disclose any Confidential Information, except that the Receiving Party may disclose Confidential Information to its Representatives who need to know such Confidential Information for the Business Purpose, provided that: (a) the Receiving Party shall notify such Representative receiving Confidential Information of the obligations under this Agreement with respect to the Confidential Information and the restrictions on its use; and (b) the Receiving Party shall direct such Representative receiving Confidential Information to exercise a level of care sufficient to preserve the confidentiality of the Confidential Information and shall direct each such Representative to abide by the terms and conditions of this Agreement, and will take all reasonable steps to ensure that the Confidential Information is not disclosed by any such Representative or used in a manner contrary to this Agreement. The Receiving Party shall be responsible for any breach by a Representative receiving Confidential Information of any of the Receiving Party’s obligations in this Agreement.

6. Limits on Use. The Receiving Party agrees not to:

(a) disclose the Confidential Information, except as permitted by this Agreement, without having obtained the prior written consent of the Disclosing Party;

(b) use any Confidential Information, directly or indirectly, for any purpose whatsoever other than in connection with the Business Purpose, without having obtained the prior written consent of the Disclosing Party;

(c) copy or adapt to its own use, the Confidential Information, without having obtained the prior written consent of the Disclosing Party;

(d) remove any copyright notice, trademark notice or any other proprietary legend or indication of copyright contained in any of the Confidential Information; and

(e) retain any copies, summaries, extracts or other reproductions, in whole or in part, of the Confidential Information.

For the purposes of this Agreement, “Business Purpose” means the RFP process (including, without limitation, evaluating any proposal submitted by the Company, negotiation and discussions).

7. Return or Destruction. The Receiving Party further agrees that all Confidential Information shall remain the property of the Disclosing Party and, upon written request of the Disclosing Party, the Receiving Party shall destroy or return, as requested, all Confidential Information in the possession and control of the Receiving Party or any of its Representatives. This section 7 shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the Receiving Party according to provisions of law or any governmental authority, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein. The Receiving Party shall certify in writing, upon written request, the destruction or return of all Confidential Information in accordance with this section 7.

8. Disclosure Pursuant to Law; Judicial Process. In the event that the Receiving Party or any of its Representatives is required by law or governmental authority to disclose any of the Confidential Information, the Receiving Party agrees to provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may take such action as it considers necessary to maintain the confidentiality of such Confidential Information, including seeking a protective order or other appropriate remedy and/or waiving compliance with the provisions of this Agreement in whole or in part. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party and its Representatives will furnish only the portion of the Confidential Information which is legally required and the Receiving Party will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information. For clarity, for a Receiving Party that is a public entity, this Section 8 is subject to obligations of such public entity to release or disclose information under applicable legislation.

9. No License. No license or other analogous rights whatsoever in any intellectual property is granted to the Receiving Party or implied by conveying Confidential Information or other information.

10. Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall not be deemed to affect or impair the validity of any other provisions, and each such provision is deemed to be separate and distinct.

11. Remedies. The Receiving Party acknowledges that a breach of any of the provisions of this Agreement will result in immediate and irreparable damage to the Disclosing Party and that money damages would not be a sufficient remedy for any breach and Receiving Party agrees that in the event of such breach, the Disclosing Party shall, in addition to any other right of relief, be entitled to seek equitable relief including, without limitation, a temporary or permanent injunction and such other relief that any court of competent jurisdiction may deem just and proper.

12. No Waiver. The Parties agree that no failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

13. Amendment. This Agreement may be modified or waived only by a written instrument signed by each Party.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the Parties hereto irrevocably submits and attorns to the jurisdiction of the courts of the Province of Ontario, located in the City of Toronto.

15. Successors and Assigns. The provisions hereof, where the context so permits, shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

16. Counterparts. This Agreement may be executed in one or more counterparts by original or electronic signature, all of which shall be treated as original documents and shall be equally valid and binding on the Parties and their respective affiliates.

17. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior representations, understandings and agreements between the Parties in respect thereof.

**[Remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

**Circular Materials** **Company**

Per: Signature: Click or tap here to enter text.

Name: Name: Click or tap here to enter text.

Title: Title: Click or tap here to enter text.

**RLG**

Per:

Name:

Title: