

APPENDIX A

Non-Disclosure Agreement

Competition Laws. INTERESTED FIRM represents and warrants that it is familiar with, has complied with, and will comply, in all respects, with applicable competition laws including the provisions of Canada's Competition Act and will implement appropriate policies, conduct appropriate training of its employees and directors, and adopt appropriate processes for meetings and documentation to ensure that it and they will remain compliant.

Third-Parties. All firms bidding on this RFP are to have pre-signed an NDA. Any third-party firms the INTERESTED FIRM seeks to engage in this RFP, and with whom it shares any information contained in the RFP, is expected to sign an NDA with the INTERESTED FIRM prior to any information being shared with that third-party.

General Provisions. INTERESTED FIRM agrees and undertakes to maintain in strict confidence any data or information provided by CAFII and CAFII Members ("Confidential Information") by virtue of the Initiative, to restrict access to the Confidential Information only to those employees engaged in the Initiative and who have a need to know for the purposes described herein to the exclusion of any other employees who do not provide services in connection with the Initiative, and use the Confidential Information for no other purposes than those set out herein (except if required otherwise by applicable laws, court or governmental agency). Moreover, INTERESTED FIRM agrees to not use or attempt to use the Confidential Information in any way that would be in violation of any applicable law or in any manner that could be deemed anticompetitive. INTERESTED FIRM will be liable for any failure by its employees to comply with the terms of this agreement.

All Confidential Information will remain the exclusive property of the applicable disclosing party, and INTERESTED FIRM will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided in this agreement.

INTERESTED FIRM will not use Confidential Information for any purpose other than evaluation and implementation of the Initiative. INTERESTED FIRM will not disclose, make available to, or provide or permit access to or use of any Confidential Information, by a third party except as permitted by this agreement. INTERESTED FIRM agrees that it will establish safeguards to ensure that all data is uniquely identified as to the Initiative participant to whom it belongs and all Confidential Information will be secure from unauthorized access and/or use.

In the event of any actual or suspected security breach involving Confidential Information INTERESTED FIRM will immediately notify CAFII and CAFII Members, immediately allocate

required resources to address and cure the breach and implement all reasonable mechanisms to mitigate the risk and prevent future occurrences, including cooperating in all reasonable respects with CAFII and CAFII Members to minimize the impact of the security breach or loss and any damage resulting therefrom.

Upon written request from CAFII or a CAFII Member, INTERESTED FIRM will promptly return or destroy, and verify in writing its destruction of all material, in any form, embodying a disclosing party's Confidential Information.

This agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario, and the parties attorn to the nonexclusive jurisdiction of the courts of Ontario.

Confidentiality and Data Privacy. Each party shall protect all confidential information which the other party provides to it (whether orally, in writing or in any other form) against unauthorized access, use, disclosure, destruction, loss or alteration using at least the same degree of care that a party uses to protect its own confidential and/or proprietary information, but in no event less than a reasonable degree of care.

Each party's obligations will not apply to information: (i) already known to it at the time of disclosure; (ii) in the public domain or publicly available; (iii) available from a third party who is under no such obligation of confidentiality; or (iv) independently developed by it. Each party may disclose confidential information to its legal advisors to protect its own legitimate interests and to comply with any legal or regulatory requirements. If any court, regulatory authority, professional body or legal process requires the recipient to disclose information covered by this confidentiality obligation, then the recipient may make any such disclosure; provided that the recipient will, if permitted by law, advise the other party promptly of any such requirement and cooperate, at such other party's expense, in responding to it.

Irrespective of where INTERESTED FIRM receives or holds individually identifiable personal information ("Personal Data") on behalf of any of the other parties, INTERESTED FIRM confirms that, acting as data processor it will take appropriate technical, physical and organizational/administrative measures to protect that Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. INTERESTED FIRM will only use that Personal Data for the purposes of providing services to the other parties or for other reasonable purposes which are related to the services INTERESTED FIRM provides, unless the parties instruct otherwise. The other parties and INTERESTED FIRM shall each comply with the provisions and obligations imposed on each of them by applicable data privacy legislation and regulations.

Limitation of Liability. If INTERESTED FIRM services do not conform to the requirements agreed between all parties, INTERESTED FIRM will be notified promptly and it shall re-perform any non-conforming services at no additional charge or, at INTERESTED FIRM option, refund the portion of the fees paid with respect to such services.

If re-performance of the services or refund of the applicable fees would not provide an adequate remedy for damages, the aggregate liability of INTERESTED FIRM and its employees, directors, officers, agents and subcontractors (the “related persons”) to the parties whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses arising from or in any way connected with our services shall not exceed in aggregate the greater of (a) \$250,000 or (b) the total amount of the fees paid to INTERESTED FIRM for the services provided pursuant to this agreement, unless otherwise agreed in writing. Nothing in these terms shall exclude or limit the liability of INTERESTED FIRM or its related persons in the case of: (a) death or personal injury resulting from our or our related person’s negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall INTERESTED FIRM or any of its related persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

Where INTERESTED FIRM are jointly liable with another party, INTERESTED FIRM shall to the extent permitted by law only be liable for those losses that correspond directly with its share of responsibility for the losses in question.

SIGNED BY REPRESENTATIVE OF INTERESTED FIRM