



## Visitor non-disclosure agreement

Orpyx® Medical Technologies Inc. and its affiliates (“Orpyx”) from time to time allow non-employees to enter the Orpyx facilities or other secure areas on Orpyx-controlled premises (together, the “Orpyx facilities”). As consideration for and a prerequisite to being allowed access to the Orpyx facilities, you agree as follows:

1. You may be exposed to Orpyx non-public, confidential or proprietary information, including without limitation, business, technical or other information, service, materials, ideas, and/or trade secrets, relating to Orpyx (collectively “Orpyx Proprietary Information,” which term shall include, without limitation, anything you learn or discover as a result of exposure to or analysis of any Orpyx Proprietary Information). You will hold in confidence and will not possess or use (except as required to evaluate the proposed business relationship) or disclose any Orpyx Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Orpyx or (c) was properly disclosed to you by another person without restriction, or d) is required by law to be disclosed. You will not reverse engineer or attempt to derive the composition or underlying information, structure, or ideas of any Orpyx Proprietary Information. The foregoing does not grant you a license in or to any of the Orpyx Proprietary Information.
2. If you decide not to proceed with the proposed business relationship or if asked by Orpyx, you will promptly return all Orpyx Proprietary Information and all copies, extracts and other objects or items in which Orpyx Proprietary Information may be contained or embodied.
3. You will promptly notify Orpyx of any unauthorized release, disclosure, or use of Orpyx Proprietary Information.
4. This Agreement does not obligate Orpyx to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by Orpyx from time to time with respect to Orpyx Proprietary Information or Orpyx systems. You will take all reasonable measures to protect the secrecy of and prevent disclosure of the Orpyx Proprietary Information, subject to applicable laws.
5. The terms of this Agreement will remain in effect with respect to any Orpyx Proprietary Information until such Orpyx Proprietary Information falls into one of the exceptions stated in Paragraph 1 above.
6. You acknowledge and agree that due to the unique nature of the Orpyx Proprietary Information, any breach of this agreement would cause irreparable harm to Orpyx for which damages are not an adequate remedy, and that Orpyx shall therefore be entitled to equitable relief in addition to all other remedies available at law.
7. This Agreement is personal to you, is non-assignable by you, is subject to and shall be governed by the laws of the Province of Alberta (without giving effect to the conflict of law provisions thereof). The parties agree to irrevocably attorn to the jurisdiction of the courts of Alberta. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys’ fees and costs.

Acknowledged and agreed on the date listed below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email