

CONFIDENTIALITY AGREEMENT

I (the "Recipient") acknowledge and agree that during the course of performing my assigned duties on behalf of the Praxis Spinal Cord Institute ("Praxis"), that I may have access to Confidential Information (herein defined). I undertake and accept, as a condition of my employment, services or engagement with Praxis, to handle such information in a confidential manner at all times during and after my involvement with Praxis.

- 1) I understand that Praxis maintains Confidential Information, including but not limited to "personal information", "personal health information" and "confidential business information" that Praxis must protect for ethical and legal reasons.

Personal information means information about an identifiable individual, but does not include business contact information.

Personal health information means information about an individual that is related to the individual's health or the provision of health services to the individual.

Confidential business information includes any and all information, data and material of any nature (whether technical, scientific, financial or otherwise) in any form in respect of the Recipient's business with Praxis including without limitation oral or written, graphic, photographic, recorded, prototype, sample form or in any other tangible or intangible form, disclosed by Praxis or its respective directors, members, officers, employees, staff members, consultants, agents or representatives to the Recipient or any information that Praxis has identified as privileged or confidential within a contract or agreement or by labeling the information as "confidential".

Confidential Information shall not include information which:

- (a) becomes generally available to the public other than as a result of a disclosure by the Recipient or its representatives;
 - (b) was available to the Recipient on a non-confidential basis before its disclosure by Praxis; or
 - (c) becomes available to the Recipient on a non-confidential basis from a source other than Praxis provided that such source is not bound by an obligation of confidentiality to Praxis.
- 2) I understand that Praxis has a relationship of trust with the spinal cord injury ("SCI") community, researchers and many other individuals and organizations and I understand the importance of such relationship for Praxis. I acknowledge and agree that irreparable damage to the Praxis would occur in the event that there is a breach of any provision of this Confidentiality Agreement.
 - 3) I acknowledge that the Confidential Information is and shall be the sole and exclusive property of Praxis and I shall hold it in trust for Praxis.
 - 4) I understand that all confidential information that I have access to or learn about through Praxis, is to be treated as confidential and must be protected from unauthorized use, disclosure, modification, copying and destruction at all times.

Initials: _____ / _____

- 5) If I am signing this Confidentiality Agreement on behalf of an organization or team, I agree to only disclose or reproduce the Confidential Information I receive to the team members or the organization's respective directors, members, officers, employees, staff members, consultants, agents or representatives ("Representatives") who:
 - (a) are required to have the information in order to carry out the Recipient's business with Praxis or as otherwise required on a need-to-know basis; and
 - (b) are informed of the confidential nature of the Confidential Information and their obligations to keep the information in confidence. I will ensure that the Representatives to whom Confidential Information is disclosed are legally bound to retain such information in confidence.
- 6) I understand that Praxis may audit my activities with respect to my access privileges and use of any Confidential Information to ensure compliance with this Confidentiality Agreement.
- 7) This Confidentiality Agreement represents my commitment to treat all Confidential Information in a manner that respects the privacy and dignity of funders, donors, grant requestors and recipients, Praxis personnel and advisors, SCI researchers and patients, and the best interests of Praxis.
- 8) More specifically, I agree to adhere to the following rules and obligations regarding the treatment of Confidential Information:
 - (a) I will not access or use such information unless I need it to perform my assigned duties at, or for, Praxis.
 - (b) I will handle all personal information in accordance with Praxis' Privacy Policy.
 - (c) I will not engage in discussions about any such information in public or in any area of my work environment where it is possible that such information may come to the attention of others who are not entitled to receive such information (e.g., hallways, elevators, cafeterias).
 - (d) I will not allow another person to use my security pass or authorization to gain access to such information.
 - (e) I will not allow another person to use my user name or password to gain access to such information.
 - (f) I will only access, process and transmit such information using authorized hardware, software and other equipment, as necessary.
 - (g) I will not write down, copy, print, save or otherwise store or reproduce such information using any other method than as I am instructed to do as part of my assigned duties.
 - (h) I will not by any means remove and/or transfer such information from the premises of my place of employment (e.g., in the form of USB memory devices, laptops, emails, printed records, photocopies), except as authorized by Praxis.
- 9) If at any time I feel that I have access to more information than is necessary to perform my assigned duties, I will immediately notify Praxis' Privacy Officer or my Praxis Point of Contact.

Initials: _____ / _____

10) If at any time I suspect or confirm a privacy breach or information security incident (e.g., lost or stolen confidential information), I will immediately notify Praxis' Privacy Officer or my Praxis Point of Contact.

11) This Confidentiality Agreement will be governed by, and construed in accordance with, the law of the province of British Columbia.

I have read and understand the terms of this Confidentiality Agreement and will observe and comply with this Confidentiality Agreement. I am aware and understand that I may be sanctioned for any violations of this Confidentiality Agreement including loss of privileges, civil liability, criminal sanctions and/or termination of employment, contract or engagement.

I acknowledge and enter into this Confidentiality Agreement willingly on the date noted below.

Please check the box that applies to you:

- I sign as an individual.
- I sign as a team leader on behalf of the team.
- I sign on behalf of the entire organization and am authorized to do so.

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| Name of organization | |
|----------------------|--|

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|---------------------|--|
| First and last name | |
| Signature | |
| Date (dd Mon yyyy) | |

| | |
|-----------------------------|--|
| Witness first and last name | |
| Witness signature | |
| Date (dd Mon yyyy) | |