

Mutual confidentiality agreement

SchemeWise commercial advisory

Complete the legal names, full addresses and signature details before signing. This agreement takes effect on the date of the last signature.

SchemeWise party: [Full legal name of the person or entity operating SchemeWise]

Business name and website: SchemeWise | schemewise.co

Address: [Full street address], Toronto, Ontario, Canada [postal code]

Notice email: [SchemeWise notice email]

Prospect party: [Full legal name of prospect]

Address: [Full registered or business address and country]

Notice email: [Prospect notice email]

1 Purpose

The parties wish to evaluate and, if separately agreed in writing, provide commercial advisory services concerning the prospect's Visa PFG or Mastercard CBA agreements, their economics, obligations and negotiation objectives (the Purpose). Scope, fees, deliverables and authority to represent a party must be agreed separately. This agreement does not itself engage SchemeWise or authorise it to contact a payment scheme on the prospect's behalf.

2 Confidential information

Confidential Information means non-public information disclosed by or for either party for the Purpose, in any form, that is marked confidential or reasonably understood to be confidential. It includes agreements, pricing, incentives, forecasts, volumes, negotiation positions, business plans, correspondence, advisory methods and proposals, and notes or analyses derived from them. Either party may be a Disclosing Party or a Receiving Party.

3 Use and protection

The Receiving Party will use Confidential Information only for the Purpose, protect it with reasonable care and at least the care used for its own comparable information, and limit copying to what is needed for the Purpose. Without the Disclosing Party's prior written consent, it will not use the information for publicity, case studies, marketing, unrelated benchmarking, product development or training artificial-intelligence or machine-learning models.

4 Permitted recipients

Disclosure is limited to personnel, professional advisers and service providers who need the information for the Purpose and are subject to confidentiality and restricted-use duties at least as protective as this agreement. The Receiving Party remains responsible for their compliance. Any required location, hosting or supplier restrictions must be agreed in writing before the relevant information is shared.

5 Authority to disclose

Each party will share only information it is authorised to disclose and obtain any necessary third-party permission first. This agreement does not override obligations owed to Visa, Mastercard or another third party. Do not disclose cardholder data, credentials or unnecessary personal information. Any necessary personal-data processing or restricted-document handling must be separately agreed before disclosure.

6 Exclusions

The Receiving Party's duties do not apply to information it can demonstrate was lawfully known without restriction before disclosure, becomes public without breach, is lawfully obtained from an unrestricted third party, or is independently developed without using the Confidential Information.

7 Required and protected disclosures

Disclosure required by law, a regulator or a court is permitted. Where lawful, the Receiving Party will give prompt notice, disclose only what is required and reasonably cooperate with efforts to protect the information. Nothing prevents lawful reporting to authorities or another disclosure protected by applicable law.

8 Unauthorised access or disclosure

The Receiving Party will promptly notify the Disclosing Party after discovering unauthorised access, use or disclosure, take reasonable steps to contain it, and reasonably cooperate to mitigate its effects.

9 Return and deletion

On written request or when the Purpose ends, the Receiving Party will promptly return or delete Confidential Information and derived copies, and confirm compliance on request. It may retain only material required by law or necessary for legal or professional recordkeeping, and routine backups not reasonably accessible for ordinary use. Retained material remains protected, may not be used for another purpose, and must be deleted when the retention need ends or the backup cycle permits. This clause does not extend a shorter retention period separately agreed in writing.

10 Duration

This agreement covers disclosures during the two years following its effective date, unless either party ends that period earlier by written notice. Confidentiality and restricted-use duties continue for five years after expiry or termination. Information qualifying as a trade secret under applicable law remains protected while it retains that status. The protections in clause 9 continue for retained material while it is held.

11 Ownership and relationship

Each party retains its rights in its information. Only the limited right to use it for the Purpose is granted. Neither party must proceed with a transaction or engagement. This agreement creates no partnership or agency and promises no particular negotiation result.

12 Governing law and remedies

This agreement is governed by the laws of Ontario and the federal laws of Canada applicable there. The parties submit to the courts sitting in Toronto, Ontario. Either party may seek remedies available under applicable law, including urgent protective relief where available. No automatic entitlement to an injunction or other remedy is promised.

13 Agreement and signatures

Changes must be agreed in writing by both parties. Notices must be sent to the addresses or emails recorded above, or to replacements notified in writing. This agreement may be signed in counterparts and by electronic signature to the extent permitted by applicable law. Each signatory confirms authority to bind the legal party identified in their signature block. No signature is supplied by downloading this form.

Signatures**For the SchemeWise party**

Legal name of party: _____

Authorised signatory: _____

Title or capacity: _____

Signature: _____

Date: _____

For the prospect party

Legal name of party: _____

Authorised signatory: _____

Title or capacity: _____

Signature: _____

Date: _____