

Mutual Confidentiality Agreement

Claims Verified · Matt Sherzay, sole proprietor, 1200 Bay St, Suite 1201, Toronto, ON M5R 2A5 · audit@claimsverified.org

Brand · Legal name _____ · Signatory _____ · Role _____ · Email _____

Effective on the later signature date below. This is our standard form; it is offered before anything is sent to us and can be signed before a scope call.

1 · What is confidential

Anything either side gives the other that is not public, in any form: unpublished label, listing or ad copy, drafts, formulations named in passing, sales figures, supplier names, the audit file and every finding in it, and the fact of the engagement itself. Public copy that the audit reads (a live Amazon listing, a live website) is not confidential; our findings about it are.

2 · What each side may do with it

Use it only for the audit and the work that follows it, and protect it with at least the care it gives its own confidential information, and never less than reasonable care. Share it only with people who need it to do that work and who are bound by confidentiality duties at least as strict as these: for Claims Verified, the licensed pharmacist who signs the file, and the AI model provider that processes the copy, under commercial terms that keep it confidential and bar its use for training; for the Brand, its staff, agency and counsel. Each side is responsible for anyone it shares with.

3 · What each side may not do

Publish it, sell it, give it to a competitor, a marketplace, a regulator or a platform, or use it to compete with the other. Claims Verified does not report a client's findings to Amazon, Meta, the FDA, the FTC, Health Canada or anyone else, and never names a client in public data or research, except where section 6 applies.

4 · Aggregate data

Claims Verified publishes aggregate figures (fail rates, phrase frequencies, category ranks) drawn from its database. No figure identifies a client or a client's file, and a client's audit is never added to public data.

5 · Testimonials are separate

Nothing here lets Claims Verified quote the Brand or its results. That needs the Brand's separate, signed Testimonial and Case Study Release, which the Brand can decline or withdraw at any time.

6 · Exceptions

Information that was already public through no fault of the receiving side, already known to it, independently developed by it, or received lawfully from someone else without a duty of confidence. Information the law, a court or a regulator compels a side to disclose, in which case that side gives the other prompt notice where the law allows, and discloses only what is required.

7 · How long

Five years from the effective date, and for unpublished copy and formulations, for as long as they stay unpublished. Either side returns or deletes the other's material on request, keeping one archive copy where the law or a professional body requires it (the signed audit file is kept, because a signed file that can be produced later is the point of it).

8 · No other promises

Neither side is obliged to start or continue any engagement. Information is shared as it is, with no warranty that it is complete or accurate. No licence to any intellectual property is granted.

9 · The rest

Mutual: it binds both sides the same way. Governed by the laws of Ontario and the federal laws of Canada that apply there, and the courts of Ontario have jurisdiction. A breach can cause harm that money alone does not repair, so either side may seek an injunction in addition to any other remedy. This is the whole agreement on confidentiality; changes must be in writing and signed by both sides. Neither side may assign it without the other's written consent. If any part is unenforceable, the rest stands. Signed copies exchanged by email or electronic signature are binding.

Brand · Signature _____ · Name _____ · Date _____

Claims Verified · Matt Sherzay · Signature _____ · Date _____

Standard form. Not legal advice; either side may have counsel review it before signing.