

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT DATED THIS _____ DAY OF _____, 2019 BY AND BETWEEN 20-20 Technologies Inc., a corporation duly constituted under the laws of the Province of Quebec, having its head office and principal place of business at 400, Armand-Frappier Blvd, Suite 2020, City of Laval, Province of Quebec, H7V 4B4, herein duly represented by _____ AND _____, a body corporate incorporated under the laws of _____, having its head office and principal place of business located at _____, herein duly represented by _____.

- 1. DEFINITION OF CONFIDENTIAL INFORMATION** - For the purpose of the present Agreement, "Confidential Information" shall mean i) confidential and/or proprietary information, documents and materials designated as such by the Disclosing Party, whether orally or in writing, during the term of this Agreement (including but not limited to, the fact that an exchange of information and business discussions between the Parties is occurring or has occurred), ii) information which is orally or visually disclosed to the Receiving Party by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Confidential Information if (a) it would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature, the maintenance of which is important to the Disclosing Party; or (b) the Disclosing Party, within thirty (30) days after such disclosure, delivers to the Receiving Party a written document describing such information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Receiving Party to whom such disclosure was made. Notwithstanding the foregoing, confidential or proprietary information useful or potentially useful to the Disclosing Party in the course of its business activities, including but not limited to (a) customer lists and records, (b) trade secrets, (c) information, knowledge, ideas, concepts or processes that provide or can potentially provide the Disclosing Party with a competitive advantage, (d) all published or unpublished computer source and object code, owned or otherwise under the control of the Disclosing Party, (e) plans for new products, (f) marketing strategies and plans, (g) financial information; (h) licensor and supplier information and/or any other information and materials specifically identified in Schedule A to the present Agreement, specifically including any modifications or derivatives prepared by the Receiving Party that contain or are directly or indirectly based upon any Confidential Information obtained from the Disclosing Party, including any analysis, reports, or summaries of the Confidential Information.
- 2. TERM** - The present Agreement will commence on its signature date and the Parties' non-disclosure and other obligations hereunder shall continue in full force and effect i) in the case of Confidential Information that constitutes a trade secret or intellectual property under any and all applicable laws, for as long as such Confidential Information remains a trade secret or a valid intellectual property; or ii) in the case of any other Confidential Information, for a term of TEN (10) years.
- 3. LIMITATIONS** - Unless the Disclosing Party expressly authorizes otherwise in advance, the Receiving Party must and shall have access to the Confidential Information exclusively in direct connection with and solely for purposes of their continued business relationship. Under no circumstances will any Confidential Information be used for any kind of production or revenue generation or for the own benefit of the Receiving Party or of any third party without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Receiving Party shall not cause or permit reverse engineering of any Confidential Information, decompilation or disassembly of any software programs which are part of the Confidential Information.
- 4. PROTECTION OF CONFIDENTIAL INFORMATION** - The Parties hereby each irrevocably undertake to protect the confidentiality of the Confidential Information with no less care than it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event will a Party protect the confidentiality of the Confidential Information with less than a reasonable standard of care. Each Party will take (and will cause any and all of its employees, agents or representatives to take) any steps required to avoid inadvertent disclosure of any and all Confidential Information and materials in its possession.
- 5. ACCESS TO CONFIDENTIAL INFORMATION** - Any access to the Confidential Information must be strictly restricted to the Receiving Party or its employees on a need-to-know basis, who are engaged in the analysis and discussions concerning the exchange of business information as contemplated in the opening statement of the present Agreement. Furthermore, the Parties shall require all non-employee personnel granted access to the Confidential Information including, but not limited to, agents and independent contractors, to execute a non-disclosure agreement binding such personnel to the confidentiality obligations set forth herein, to the same extent as the Receiving Party is bound to the Disclosing Party. In all such personnel non-disclosure agreements, the Disclosing Party must be specifically and irrevocably identified as an intended third party beneficiary to that agreement.
- 6. NO OTHER LICENCE** - Any and all Confidential Information disclosed by Disclosing Party to the Receiving Party, including all patent, copyrights, trade secret, Trademark or other intellectual property, will at all times remain the exclusive property of the Disclosing Party. No other licence regarding any trademark, patents, copyrights, or other rights is therefore granted under this Agreement or by any disclosure of Confidential Information under the present Agreement.
- 7. RETURN OF CONFIDENTIAL INFORMATION** - All written Confidential Information made available under the present Agreement, including any and all copies of said Confidential Information obtained by the Receiving Party in accordance with the present Agreement must be immediately returned to the Disclosing Party upon a written request to that effect. Any materials prepared by the Receiving Party which directly or indirectly include any Confidential Information disclosed by the Disclosing Party, including summaries or extracts thereof, must also be destroyed. The Receiving Party shall provide the Disclosing Party with a written certificate of such destruction within FIVE (5) days of the effective termination of the present Agreement or upon written request to that effect.
- 8. NON-CONFIDENTIAL INFORMATION** - Nothing in this Agreement will prohibit or limit a Party's use and/or disclosure of information (including but not limited to intangible ideas, concepts, know-how, techniques, and methodologies) that are either i) previously known to the Receiving Party, ii) independently developed by a Party's personnel, including but not limited to employees, agents and independent contractors, as can be substantiated by reasonable evidence, iii) acquired by a Party from a third party which was not, to that Party's knowledge, under an obligation to the other Party not to disclose such information; or iv) which is or becomes publicly available through no breach by either Party or any of their respective agents or employees.
- 9. JUDICIAL DISCLOSURE** - If receiving a subpoena or other validly issued administrative or judicial process demanding Confidential Information, the Receiving Party must promptly notify the Disclosing Party and tender to it the defence of that demand. Unless the demand has been timely limited, quashed or extended, the Receiving Party will thereafter be entitled to comply with such demand to the extent required by law.
- 10. SUCCESSORS AND ASSIGNS** - This Agreement is and will be binding upon the Parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.

11. **INJUNCTION RELIEF** - The Parties recognize that serious prejudice could result to their respective business if the other Party breaches any of its obligations under the present Agreement. Accordingly, Both Parties irrevocably agree and acknowledge that the other Party will be entitled to a restraining order, injunction or other equitable relief if any Party breaches its obligations under the present Agreement, in addition to any other remedies and damages that would otherwise be available at law or equity.
12. **ADVERTISING AND PUBLICITY** - A Party shall not, under any circumstances, use the name and any trademarks of the other Party or any of its affiliated entities in connection with any advertising or publicity materials or activities concerning the Parties' relationships without prior written consent.
13. **GOVERNING LAW** - The validity, performance, construction, and effect of this Agreement will be governed by the laws of the Province of Quebec and the Laws of Canada applicable in the territorial limits of the Province of Quebec.
14. **ENTIRE AGREEMENT** - The present Agreement constitutes the entire agreement between the Parties concerning the confidentiality and non-disclosure obligations discussed herein and may not be modified or amended other than by a written instrument executed by both Parties. The Parties represent that they have read this Agreement, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein. No provision herein is to be construed against or in favour of any Party on the basis of authorship.
15. **SEVERABILITY** - Each provision of the present Agreement is independent, and if any term, covenant, or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the covenants herein contained shall not be affected thereby and the residue shall be valid and enforceable to the extent permitted by law.
16. **FACSIMILE SIGNATURE AND COUNTERPARTS** - The Parties hereby agree that signatures transmitted and received via facsimile are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. The parties may also execute this Agreement in two counterparts, each of which will constitute an original.

IN WITNESS WHEREOF this Agreement has been executed by the parties.

20-20 TECHNOLOGIES INC.

by:

Witness

by:

Witness
