

## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this "Agreement"), effective as of \_\_\_\_\_, 2021 (the "Effective Date"), is made by and between \_\_\_\_\_ ("Individual"), an individual having residence in the jurisdiction of (Province) \_\_\_\_\_, and Able Innovations Inc. ("Able Innovations"), a corporation incorporated under the laws of Canada, having offices at 204A St. George Blvd., Ground Floor, Toronto, ON M5R 2N5, Canada. In consideration of the mutual promises and terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Scope of Confidential Information; Definitions.

1.1 "**Confidential Information**" means, subject to the exceptions set forth in Section 1.3, any information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by Able Innovations or any of its Affiliates, officers, directors, employees, advisors or representatives ("**Disclosing Party**") to the individual or any of their advisors or representatives ("**Receiving Party**") and that (a) Disclosing Party has marked or identified as confidential or proprietary, (b) Disclosing Party identifies as confidential in writing within thirty (30) days of disclosure to Receiving Party, or (c) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of the disclosure; provided, however, that reports and/or information related to or regarding Disclosing Party's business plans, business methodologies, financial condition, projections, drafts of and comments to agreements and other documents exchanged between the parties, strategies, technology, specifications, development plans, customers, prospective customers, partners, suppliers, billing records, products or services, and reports and/or information resulting from Receiving Party's examination, testing or analysis of any product, prototype, sample, component or like tangible item provided by Disclosing Party shall be deemed Confidential Information of Disclosing Party even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in Section 1.3.

1.2 Confidential Information shall not include any information that: (a) is or becomes available to the public (other than as a result of disclosure by Receiving Party prohibited by this Agreement); (b) is made available to Receiving Party by a third party who is lawfully in possession of such information, and who is not in violation of any confidentiality obligation in favor of Disclosing Party; or (c) Receiving Party can show by written record was available to or in possession of Receiving Party (free of any confidentiality obligation in favor of Disclosing Party known to Receiving Party at the time of disclosure or availability) prior to disclosure of such information by Disclosing Party to Receiving Party, provided that the Receiving Party must promptly notify the Disclosing Party of any prior knowledge in the manner provided in Section 2.4.

### 2. Use and Disclosure of Confidential Information.

2.1 Receiving Party shall only use the Confidential Information internally solely for the purpose of evaluating potential business relationships or conducting an actual commercial transaction between Able Innovations and Individual (the "**Permitted Purpose**"). Receiving Party shall keep confidential and shall never, without the prior written consent of Disclosing Party, directly or indirectly, disclose, publish, divulge, furnish or make accessible to anyone all or

any portion of the Confidential Information, other than furnishing such Confidential Information to Receiving Party's professional advisers (e.g., lawyers and accountants), in each case, during the time that Receiving Party is permitted to retain such Confidential Information hereunder; provided, that any and all such employees and consultants have been notified that such information is Confidential Information and can only be used for the Permitted Purpose, and are bound by written agreements or, in the case of professional advisers, ethical duties, that impose obligations of confidentiality that are no less restrictive than those of this Agreement.

2.2 Receiving Party shall use at least reasonable care and adequate measures to protect the confidentiality of the Confidential Information of Disclosing Party and to ensure that any Confidential Information of Disclosing Party is not disclosed or otherwise made available to other persons or used in violation of this Agreement. Without limiting any of the foregoing, such measures shall be at least the equivalent of measures which Receiving Party uses to protect Receiving Party's own most valuable confidential and/or proprietary information.

2.3 In the event that Receiving Party is required by law to make any disclosure of any of the Confidential Information of Disclosing Party, by subpoena, judicial or administrative order or otherwise, Receiving Party shall promptly give written notice of such requirement to Disclosing Party (unless prohibited by law), and shall permit Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Disclosing Party in seeking to obtain such protection. Receiving Party shall furnish only that portion of the Confidential Information which it is advised, by written opinion of counsel, addressed to Receiving Party and Disclosing Party, is legally required to be disclosed and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so furnished.

2.4 Receiving Party agrees to notify Disclosing Party promptly in writing if (a) Receiving Party becomes aware of any breach of this Agreement with respect to the Confidential Information of Disclosing Party in Receiving Party's possession; (b) subsequent to disclosure of any Confidential Information by Disclosing Party, information is disclosed to Receiving Party in the manner described in Section 1.3; or (c) to the extent that the Receiving Party can make such notification without violating any confidentiality agreement by which Receiving Party is bound, upon disclosure of Confidential Information by Disclosing Party, Receiving Party has prior knowledge of the same.

2.5 Without the prior written consent of Disclosing Party, the Receiving Party shall not embody any of the Confidential

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Information of Disclosing Party in any of Receiving Party's products, processes or services, or duplicate or exploit any of such Confidential Information in Receiving Party's business, or otherwise use any of the Confidential Information for any purpose other than for the Permitted Purpose.

### **3. Certain Rights and Limitations.**

3.1 All Confidential Information shall remain the property of Disclosing Party. The provision of Confidential Information hereunder shall not transfer any right, title or interest in such information to Receiving Party. Unless otherwise specified in writing by Disclosing Party, Disclosing Party does not grant Receiving Party any express or implied right to or under Disclosing Party's or another party's patents, copyrights, trademarks, trade secret information or other proprietary rights, other than the limited right to use Confidential Information in accordance with this Agreement.

3.2 Receiving Party shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from Disclosing Party.

3.3 This Agreement imposes no obligations on either party hereto to exchange any Confidential Information.

3.4 All tangible embodiments of the Confidential Information of Disclosing Party (e.g., drawings, memoranda and notes) and all copies thereof, whether in hard-copy or machine-readable form and whether supplied by Disclosing Party or made by or for Receiving Party (collectively, the "**Tangible Embodiments**"), shall at all times be and remain the exclusive property of Disclosing Party.

3.5 Receiving Party will provide upon Disclosing Party's request a certification that access and use is being controlled in accordance with this Agreement.

**4. Remedies.** Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, a breach by it of any of the terms of this Agreement would cause irreparable harm to the Disclosing Party for which Disclosing Party could not be adequately compensated by money damages. Receiving Party further acknowledges that any such breach may allow Receiving Party or third parties to unfairly compete with Disclosing Party resulting in irreparable harm to Disclosing Party. Accordingly, Receiving Party agrees that, in addition to all other remedies available to Disclosing Party in an action at law, in the event of any breach or threatened breach by Receiving Party of the terms of this Agreement, Disclosing Party shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement. Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release of Confidential Information or other breach.

### **5. Termination.**

5.1 This Agreement pertains only to Confidential Information disclosed between the Effective Date and three (3) years thereafter. This Agreement shall survive and shall remain in effect for so long as any information disclosed by

Discloser to Recipient shall fall within the definition of Confidential Information under this Agreement.

5.2 In connection with certain discussions between the Parties relating to a business relationship (the "Authorized Purposes"), Discloser has and may further disclose to the Recipient Confidential Information of Discloser (as hereinafter defined). This Agreement is intended (a) to document the Recipient's obligations in respect of Confidential Information received prior to the date hereof and in the future, and (b) to allow both Parties to have continuing open discussions regarding the Confidential Information, while still affording complete protection of Discloser's Confidential Information against disclosure or unauthorized use.

5.3 Upon the earlier of (a) the expiration or termination of this Agreement, (b) Disclosing Party's written request or (c) such time as Receiving Party no longer requires the Confidential Information for the Permitted Purpose, Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information and any Tangible Embodiments that are in the possession of Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments. Notwithstanding the foregoing, (i) Receiving Party may retain a copy of any Confidential Information or Tangible Embodiments to the extent that such retention is required to comply with applicable law or to comply with a bona fide document retention policy of Receiving Party, provided that any such information so retained shall be held confidential pursuant to the terms of this Agreement and (ii) notwithstanding clause (i) above, Receiving Party shall return or destroy any Confidential Information or Tangible Embodiments that Disclosing Party requests in writing to be returned to Disclosing Party or destroyed.

**6. Warranty.** NO WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

**7. No Reverse Engineering.** Each of the parties agrees that the intellectual property of the other party contains valuable Confidential Information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any such intellectual property contained in the Confidential Information of the other party without the prior written consent of the other party.

**8. Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and any federal laws applicable therein, and shall be binding upon the parties hereto in Canada and worldwide. The parties consent to the exclusive jurisdiction of the Courts of the Province of Ontario for any dispute arising out of this Agreement. The parties expressly waive any other jurisdiction, and agree not to raise, and waive, any objections or defenses based upon venue or *forum non conveniens* with respect to such courts.

**9. Notices.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be sent by registered or certified mail, by hand, facsimile, electronic mail or overnight courier to the addresses of the parties set forth below, or such other address as either party shall have furnished to the other pursuant to this Section 9. Notices shall be effective from the date sent except where a

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Initialed by Individual: \_\_\_\_\_

notice is sent by facsimile or electronic mail. Where a notice is sent by facsimile or electronic mail, the notice shall be effective from the date on which receipt is acknowledged, or within 30 days of receipt.

**10. Miscellaneous.**

10.1 This Agreement does not create any agency or partnership relationship between the parties hereto. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied. Except where expressly indicated otherwise, the words "written" or "in writing" shall include, without limitation, written or printed documents, in any format now known or later developed including electronic and facsimile transmissions and computer disks or tapes. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, which shall remain in full force and effect. No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement shall not be presumed to operate as a waiver, and a single or partial

exercise of any right shall not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given. This Agreement shall be binding upon the parties and upon their respective legal representatives, employees, agents, successors and assigns. Neither party may assign this Agreement, or its limited rights or obligations hereunder, to any third party without the prior written consent of the other party except the right to assign the whole or part of this Agreement to an Affiliate. This Agreement may be executed by facsimile or electronic signature and in any number of counterparts, which counterparts, when taken together shall constitute one and the same instrument. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein. This Agreement is written in the English language only, which language shall be controlling in all respects.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed below by their duly authorized signatories, as of the Effective Date.

**Able Innovations Inc.**

Signature: \_\_\_\_\_

Name:

Title:

Address for notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Electronic Mail:

Signature: \_\_\_\_\_

Name: Jayiesh Singh

Title: Chief Executive Officer

Address for notices:

204A St. George Street, Ground Floor  
Toronto, ON  
M5R 2N5

Canada

Attention: Legal

Electronic Mail: jay@ableinnovations.ca

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