

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (“**Agreement**”) is made as of March 3, 2022 by and between KiwiTech, LLC, a Delaware limited liability company with offices at 3030 K Street NW, Suite 102, Washington, DC 20007 (“**KiwiTech**”) and Trackon Canada Private Limited ta Paypenny, a company with offices at 4440 5 ST NW Edmonton, Alberta, Canada T6T0Z9 (“**Second Party**”).

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest (the “**Purpose**”) in connection with which each party may disclose to the other certain confidential technical and/or business information which the disclosing party desires the receiving party to treat as confidential. For purposes of this Agreement, the term “**Receiving Party**” means a party or its Representative (defined below) that is the recipient of or has access to Confidential Information (defined below) of the other party (the “**Disclosing Party**”).

2. **Confidential Information.** “**Confidential Information**” means any information disclosed by a Disclosing Party or its Representatives to a Receiving Party, in writing, orally or by inspection of tangible objects (including without limitation documents, business plans, source code, software, documentation, financial analyses, marketing plans, customer names, customer lists, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information, know-how, trade secrets, or any other proprietary or business information), which (i) if disclosed in written or tangible form, is clearly marked with an appropriate legend indicating that the information is “**Confidential**,” “**Proprietary**” or some similar designation, (ii) if disclosed orally, visually or by inspection is clearly designated as confidential or proprietary at the time of disclosure and then included in a written summary of all proprietary aspects of any such disclosures delivered to the Receiving Party within ten (10) days of such disclosure, or (iii) is of a nature, type and disclosed under circumstances that the Receiving Party should reasonably know is Confidential Information of the Disclosing Party.

3. **Exclusions.** Confidential Information shall not, however, include any information which (i) is or becomes publicly known and made generally available in the public domain other than as a result of the Receiving Party’s breach of this Agreement; (ii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party; (iii) is obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or (iv) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. Moreover, it shall not be a breach of this Agreement for the Receiving Party to disclose to a court or other governmental body Confidential Information of the Disclosing Party which the Receiving Party is required by law to disclose, provided that the Receiving Party shall give the Disclosing Party written notice of such requirement prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate relief.

4. **Non-Disclosure and Non-Use.** A Receiving Party shall not disclose any Confidential Information of the Disclosing Party to third parties, except to the Receiving Party’s officers, directors, employees, attorneys, accountants, or other professional advisors (collectively, “**Representatives**”) who require the information for the Purpose and who have signed a confidentiality agreement at least as protective of the Confidential Information of the Disclosing Party as this Agreement or who are bound by professional responsibility or ethics rules prescribing a substantially equivalent confidentiality obligation. A Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than the Purpose.

5. **Maintenance of Confidentiality.** A Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, a Receiving Party shall exercise the same degree of care to protect Confidential Information of the Disclosing Party as it does to protect its own confidential information of like nature, which shall in no event be less than reasonable care. A Receiving Party shall not make any copies of the Disclosing Party’s Confidential Information without the prior written approval of the Disclosing Party, except as may be necessary for the Purpose. A Receiving Party shall reproduce the Disclosing Party’s proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. A Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information.

6. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Each party understands that nothing herein (i) requires the disclosure of any Confidential Information of the Disclosing Party or (ii) requires either party to proceed with any transaction or relationship. Further, each party acknowledges that KiwiTech may be currently exploring, and anticipates exploring in the future, opportunities to

invest in, support, partner with, or otherwise engage in transactions with third parties that may offer products or services that are similar to or competitive with the products or services of the Second Party, and each party agrees that, except for the obligations concerning Confidential Information expressly set forth herein, this Agreement shall not limit or restrict KiwiTech or its Representatives ability to invest in, support, advise, or otherwise engage in any transaction with any third party nor to assign any person to engage in any project or to serve in any capacity, whether as an advisor, representative, board member, or otherwise, with any third party.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS”. EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed to a Receiving Party by the Disclosing Party, and all copies, excerpts and summaries thereof shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed upon the Disclosing Party’s written request, provided, however, that the Receiving Party shall (i) be entitled to retain one copy within its records as necessary for compliance purposes, and (ii) information retained on a party’s electronic back-up or archival systems may be deleted in accordance with such party’s regular document retention and destruction policies in the ordinary course of business.

9. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, trade secret or other intellectual property rights of the other party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information except as expressly set forth herein.

10. **Term.** The obligations of a Receiving Party hereunder with respect to Confidential Information shall continue for a period terminating on the date two (2) years from the date on which the Confidential Information is first disclosed under this Agreement.

11. **Remedies.** Each party agrees and acknowledges that any violation or threatened violation of this Agreement will cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to any other rights and remedies available to such party at law or in equity.

12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Neither party may assign its rights or obligations hereunder without the other party’s written consent.

13. **Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable, and, to the fullest extent permitted by law, such offending term or terms shall be replaced with an enforceable term or enforceable terms that as nearly as possible effect the parties’ intent.

KIWITECH, LLC

DocuSigned by:

 By: 1353F97164794BB...
 Name: Neal Gupta
 Title: Chief Investment Officer

TRACKON CANADA PRIVATE LIMITED TA PAYPENNY

DocuSigned by:

 By: 967138850DDB42E...
 Name: Jaspreet Singh
 Title: Director