Date: November 15, 2024
Disclosing Party: Fallcorp Technologies INC
Address: 5891 Av Decelles, Montréal, Canada
Represented by: Malick Fall, CEO

Receiving Party: Eitel Houedakor
Address: Montreal
Phone: 438-830-6530

The Disclosing Party and the Receiving Party are collectively referred to as the "Parties" and individually as the "Disclosing Party" and the "Receiving Party."

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1 Purpose

The purpose of this Agreement is to protect the confidentiality of information and intellectual property disclosed by the Disclosing Party in connection with the development, improvement, marketing, and/or commercialization of **Fallcorp Technologies' projects**, including but not limited to the **MyWay Project**.

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2 Definition of Confidential Information

"Confidential Information" includes, but is not limited to:

- Technical data, project plans, inventions, trade secrets, and know-how;
- Product designs, prototypes, schematics, and research data;
- Software source code, algorithms, and firmware;
- Business strategies, customer data, supplier/vendor lists, and marketing plans;
- Financial data, contracts, and agreements;
- Any other information marked as confidential by the Disclosing Party, whether communicated orally, in writing, or otherwise.

Confidential Information does not include:
(a) Information that becomes publicly available through no fault of the Receiving Party;
(b) Information independently developed by the Receiving Party without reference to the Confidential Information;
(c) Information lawfully obtained from a third party without any duty of confidentiality.

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3 Obligations of the Receiving Party

The Receiving Party agrees to:

(a)   Keep all Confidential Information strictly confidential and use it only for purposes related to the MyWay project;

(b)   Restrict access to the Confidential Information to employees or agents with a legitimate need to know and bound by confidentiality obligations;

(c)   Not duplicate, copy, or disclose the Confidential Information without prior written consent from the Disclosing Party;

(d)   Notify the Disclosing Party immediately in case of unauthorized access or disclosure;

(e) Take reasonable measures to safeguard the integrity and confidentiality of the information.

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4 Permitted Disclosures

The Receiving Party may disclose Confidential Information only:

(a) To comply with applicable laws, regulations, or court orders, provided that the Disclosing Party is notified in writing in advance;

(b) To its legal, financial, or professional advisors, provided they are bound by similar confidentiality obligations.

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5 Ownership of Confidential Information

All Confidential Information, including related intellectual property, remains the exclusive property of the Disclosing Party. No rights, licenses, or interests are granted to the Receiving Party unless explicitly authorized in writing by the Disclosing Party.

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6 Duration and Survival

This Agreement is effective as of the date of signing and remains valid for five (5) years. The confidentiality obligations shall survive the termination or expiration of this Agreement for an additional five (5) years.

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7 Return or Destruction of Confidential Information

Upon the termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall:

(a) Return all physical and digital copies of the Confidential Information immediately; (b) Permanently delete all electronic copies, including backups, and certify the destruction in writing.

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8 Non-Competition and Non-Solicitation

During the term of this Agreement and for a period of two (2) years following its expiration, the Receiving Party agrees not to:

(a) Develop, market, or commercialize any product or service that competes with the Disclosing Party's projects;

(b) Solicit employees, contractors, or business partners of the Disclosing Party for any competing projects.

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9 Ownership of Work Product

(a) **Assignment of Intellectual Property**: Any inventions, designs, prototypes, or other intellectual property (collectively, "Work Product") developed by the Receiving Party related to the Confidential Information shall be the sole property of Fallcorp Technologies INC. (b) **Automatic Assignment**: All rights, titles, and interests in such Work Product are automatically assigned to Fallcorp Technologies INC upon creation.

(c)   **Moral Rights Waiver**: The Receiving Party waives any moral rights associated with the Work Product, allowing Fallcorp Technologies INC to use, modify, or distribute the Work Product without restriction.

(d)   **Further Assurances**: The Receiving Party shall execute any documents or take actions reasonably requested to confirm ownership by Fallcorp Technologies INC.

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10 Governing Law and Dispute Resolution

This Agreement is governed by the laws of Canada. In the event of a dispute, the Parties agree to attempt resolution through mediation before resorting to arbitration or court proceedings.

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11 Amendments and Waivers

This Agreement may only be amended in writing and signed by both Parties. A waiver of any provision shall not constitute a waiver of any other provision.

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12 Severability

If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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13 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or communications regarding the subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

Disclosing Party:
Fallcorp Technologies INC
Name: **Malick Fall**
Title: CEO
Signature: _____
Date: _____

Receiving Party:
Eitel Houedakor
Address: Montreal
Phone: 438-830-6530
Signature: _____

Date: _____
2024-11-26