

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“agreement”) is between the parties signing below. “We,” “us” and “our” refer to both parties below and our respective affiliates.

Company and Its Affiliates or Individual: SEGURIDAD Y CONTROL, S.A. DE C.V.	 Worximity Technologies Inc.
Address: Av. Federalismo Sur # 765. Col. Moderna Guadalajara, Jal. C.P. 44190	329 de la Commune Ouest, Suite 400 Montreal, Qc H2Y 2E1
Sign:	Sign:
Name:	Name:
Title:	Title:
Date:	Date:

1. **The purpose of this agreement.** This agreement allows us to disclose confidential information to each other, to our own affiliates and to the other’s affiliates, for the purpose of exploring a potential business relationship between us under the following terms. An “affiliate” is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. “Control” and “own” shall mean possessing a 50% or greater interest in an entity or the right to direct the management of an entity.
2. **Confidential information.**
 - a. **What is included.** “Confidential information” is non-public information, know-how, and trade secrets in any form that:
 - i. are marked as “confidential” or “proprietary”; or
 - ii. a reasonable person knows or should understand to be confidential or proprietary.
 - iii. In addition to the above and specific to this agreement: Business Models, Strategy and Smart Factory Certification Levels
 - b. **What is not included.** The following types of information, however marked, are not confidential information. Information that:
 - i. is, or becomes, publicly available without a breach of this agreement;

- ii. was lawfully known to the receiver of the information without an obligation to keep it confidential;
- iii. is received from another source who, to the best of receiver's knowledge, can disclose it lawfully to the receiver;
- iv. is independently developed;
- v. is a comment or suggestion one of us volunteers about the other's business, products or services; or
- vi. has been approved for use or publication by the other's prior written authorization.

3. Treatment of confidential information.

a. **In general.** Subject to the other terms of this agreement, each of us agrees:

- i. We will not disclose the other's confidential information to third parties;
- ii. We will use and disclose the other's confidential information only for purposes of our business relationship with each other; and
- iii. We will not disclose to third parties the existence, nature or substance of this agreement or any of our discussions.

b. **Security precautions.** Each of us agrees:

- i. To take reasonable steps to protect the other's confidential information. These steps must be at least as protective as those we take to protect each of our own confidential information;
- ii. To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information; and
- iii. To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.

c. **Sharing confidential information with affiliates and representatives.**

- i. A "representative" is an employee, contractor, advisor or consultant of one of us or one of our respective affiliates.
- ii. Each of us may disclose the other's confidential information to our representatives (who may then disclose that confidential information to our other representatives) only if those representatives have a need to know about it for purpose of our business relationship with each other. Before doing so, each of us must:
 - ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement; and
 - accept responsibility for each representative's use of confidential information.

- iii. Neither of us is required to restrict work assignments of representatives who have had access to confidential information. Neither of us can control the incoming information the other will disclose to us in the course of working together, or what our representatives will remember, even without notes or other aids. We agree that use of information in representatives' unaided memories in the development or deployment of our respective products or services does not create liability.
 - d. **Disclosing confidential information if required to by law.** Each of us may disclose the other's confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, each of us must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.
4. **Duration of confidentiality obligations.**
- a. **Termination.** This agreement continues in effect until one of us terminates it. Either of us may terminate this agreement for any reason by providing the other with 30 days' advance written notice. Termination of this agreement will not change any of the rights and duties made while this agreement is in effect.
 - b. **No other use or disclosure of confidential information.** Except as permitted above, neither of us will use nor disclose the other's confidential information for five years after we receive it. The five-year time period does not apply if applicable law (such as trade secret law) requires a longer period.
5. **Return or destruction of confidential information.** Upon a written request by the other, each of us will promptly return the other's confidential information, including all copies thereof irrespective of form; or, if permitted by the other, permanently destroy all of the other's confidential information, including all copies thereof irrespective of form. Each of us agree that we shall, upon written request by the other, certify our compliance in a signed writing by an officer or management executive at the rank of vice president or above. However, we agree that this duty to return and/or destroy does not extend to electronic copies of the other's confidential information created solely as a result of our respective routine, regularly scheduled information system archival or backup procedures ("electronically archived confidential information"), provided that any electronically archived confidential information is otherwise protected the same as other confidential information under this agreement.
6. **General rights and obligations.**
- a. **Effective Date.** This agreement is effective upon the date of our last signature.
 - b. **Law that applies; jurisdiction and venue.** This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec without giving effect to the principles of conflict of laws. We irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Province of Quebec \ for any actions, suits or proceedings arising out of or related to this Agreement. This Agreement is deemed by us to have been executed and delivered in Montreal, Quebec, Canada.

- c. **Compliance with law.** Each of us will comply with all import and export laws that apply to confidential information.
- d. **No license.** Disclosure of confidential information does not imply granting of license, right of use, or ownership right in the said confidential information. Instead any confidential information shall remain the property of the party who disclosed it.
- e. **No warranty.** This agreement does not imply any warranty, representation, assurance, or guarantee as to the accuracy, completeness or technical or scientific quality of the confidential information each of us discloses to the other nor the confidential information's suitability of intended use by the other party.
- f. **Waiver.** Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other right or remedy.
- g. **Money damages insufficient.** Each of us acknowledges that money damages may not be sufficient compensation for a breach of this agreement. Each of us agrees that the other may seek court orders and reasonably cooperate in those efforts to stop confidential information from becoming public in breach of this agreement.
- h. **Attorney's fees.** In any dispute relating to this agreement the prevailing party will be entitled to recover reasonable attorneys' fees and costs.
- i. **Transfers of this agreement.** If one of us transfers this agreement, we will not disclose the other's confidential information to the transferee without the other's consent.
- j. **Cease of operation.** If one of us ceases to exist as a result of merger, acquisition, business combination, spin-off or other change of like nature, this agreement shall terminate automatically and immediately without any change to the rights and duties made while this agreement is in effect.
- k. **Enforceability.** If any provision of this agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this agreement will remain unaffected.
- l. **Entire agreement.** This agreement does not grant any implied intellectual property licenses to confidential information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship ("other contracts"). The other contract may include commitments about confidential information, either within it or by reference to another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract, which may be made before or after this agreement. With this exception, this is the entire agreement between us regarding confidential information, and it replaces all other agreements and understandings regarding confidential information. We can only change this agreement with a document signed by both of us and states that it is changing this agreement.