**NON-DISCLOSURE AND USE RESTRICTION AGREEMENT**

THIS AGREEMENT made as of the 3rd day of December, 2021,

BY AND BETWEEN:

**SPANDREL INTERACTIVE INC.**, an organization under the laws of the Province of New Brunswick, (the "**Company**"),

OF THE FIRST PART,

- and -

Yulong Wang, of 40 Barrett Court, Fredericton, NB (the "**Recipient**"),

OF THE SECOND PART.

**Whereas** the Company and the Recipient have, on even date herewith, executed a Working Agreement with respect to the provision of Services (as such term is defined in the Working Agreement) (the “**Working** **Agreement**”) by the Recipient to the Company;

**NOW THEREFORE***,* in consideration of the provision of the Restricted Information (as defined herein), the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Definition of Restricted Information**. The Recipient agrees that the following information disclosed by the Company to the Recipient will be considered and referred to collectively in this Agreement as the“**Restricted Information**":

1. any and all information pertaining to the Company, its assets or business, whether in oral or recorded form (whether in writing or in electronically retrievable form or electronically stored or otherwise) which is furnished to or otherwise obtained by the Recipient, before or after the entering into of this Agreement, including without limitation:
   1. marketing or business plans;
   2. financial data;
   3. research reports;
   4. contracts;
   5. technical data;
   6. drawings;
   7. specifications;
   8. know-how;
   9. computer programs;
   10. algorithms;
   11. licenses;
   12. price lists;
   13. personal data;
   14. customer information; and
   15. trade secrets and processes.

**2. Non-disclosure, Non-use and No Copies of the Restricted Information**. The Recipient will not disclose, publish or disseminate the Restricted Information to anyone other than its solicitors, consultants or advisers and the Recipient agrees not to provide the Restricted Information to any such person unless and until such person has executed a Non-Disclosure and Use Restriction Agreement identical in form and substance to this Agreement and has delivered such executed agreement to the Company. The Recipient agrees to accept the Restricted Information for the sole purpose of delivering the Services to the Company. The Recipient agrees not to use the Restricted Information otherwise for its own or any third party's benefit without the prior written approval of the Company.

Upon termination of this Agreement, the Recipient promises to return to the Company, within 10 days, all of the Restricted Information and all materials and all documents, records and copies thereof containing Restricted Information, or shall destroy such material and copies including, without limitation, electronic deletion of the Restricted Information from any and all computers and other electronic storage apparatus. For purposes of this section, the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format. In the event the Recipient destroys the Restricted Information and copies, the Recipient shall provide the Company with a statutory declaration of the Recipient confirming that all Restricted Information and copies thereof have been destroyed in accordance with this Agreement.

**3. Ownership of Restricted Information**. The Restricted Information remains the property of the Company and no license or other rights to the Restricted Information is granted or implied hereby.

**4. Equitable Relief.** The Recipient hereby acknowledges that unauthorized disclosure or use of the Restricted Information could cause irreparable harm and significant injury to the Company that may be difficult to ascertain. Accordingly, the Recipient agrees that the Company will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

**5. Non-Assignable**. This Agreement shall not be assignable by either party.

**6. Counterparts.** This Agreement and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of each party appear on each counterpart; it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile, PDF or other electronic executions shall be treated as originals for all purposes.

**7. Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the date first written above.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness: (Print & Sign) | Per: Jeff Mundee, CEO  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Yulong Wang) |

